

# BOOKING FORM



## PRICE LIST

### Pre-Purchase Inspections

Building only – Large Domestic <i>4+ Bedroom House and Property^</i>	\$380.00	Building and Pest – Large Domestic <i>4+ Bedroom House and Property^</i>	\$480.00*
Building only – Medium Domestic <i>2-4 Bedroom House and Property^</i>	\$330.00	Building and Pest – Medium Domestic <i>2-4 Bedroom House and Property^</i>	\$430.00*
Building only – Small Domestic^^ <i>Apartment / unit / townhouse 2 Bedrooms or less</i>	\$280.00	Building and Pest – Small Domestic^^ <i>Apartment / townhouse 2 Bedrooms or less</i>	\$ 380.00*
Building only – Commercial	Please contact	Building and Pest – Commercial	Please contact

### Pool Safety Inspections

First Inspection	\$120.00	All inspections after	\$85.00
Pool Certificate	\$40.00	Hourly Rate for repairs etc.	\$70p/h

### Asbestos Inspections and testing

Inspection, take up to 10 samples. Send samples to laboratory.	\$200.00	Laboratory test and report – per sample	\$100.00
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### Methamphetamine Testing

Inspection and instant result test in 5 areas. Issue a report.	\$200.00	Take sample, Laboratory test and report – per sample	\$100.00
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### Photography, Matterport 3D Virtual Tours, Drone Photos,

3D virtual tour including internal stills - <i>Two story or 4+ Bedroom House</i>	\$300.00	Drone photos x 3, land marks marked with PS	Please contact
3D virtual tour including internal stills - <i>Single story 3+4 Bedroom House</i>	\$250.00	Package, Drone, 3D Tour, Floor Plan	Please contact
3D virtual tour including internal stills - <i>Apartment / unit / townhouse 2 Bedrooms or less</i>	\$200.00	Floor Plan added to 3D Virtual tour	\$30.00

### Construction and Civil

3d virtual tour	Please contact	Construction Handover Defect Inspection Reports	Please contact
Drone Mapping	Please contact	Construction advice	Please contact

All Pricing includes GST. Total Inspections may change prices without notice.

^Property inspection report covers maximum 3 suburban buildings within 30m of the main building, anything outside this can be inspected and reported on but will be quoted on.

^^Small building inspection report only includes the internal, with limited external coverage.

\* Pest inspection carried out by third party.

## BUILDING INSPECTION REPORT – TERMS AND CONDITIONS

The inspection will be of the Building Elements as outlined in Appendix C of AS4349.1-2007 except for Strata title properties where the inspection will be according to Appendix B of AS4349.1-2007.

A copy of the appropriate Standard with Appendices may be obtained from Standards Australia or SIA Global.

Total Inspections Pty Ltd will carry out the inspection and report ordered by the client, in accordance with this agreement and the Client acknowledges and accepts that payment for the full amount must be made prior to the inspection being carried out and inspection report issued.

In ordering the inspection, the Client agrees 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.

The report is produced for the Client only. The Inspector is not liable for any reliance placed on the report by any third party. For reference purposes a copy of your report/s will be retained by Total Inspections Pty Ltd.

### 1 - SPECIAL CONDITIONS

1. The Building Inspector reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Building Inspector shall not be liable for failure to perform any duty or obligation that the Inspector may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.
3. Cancellation fees will be charged if the inspection is cancelled by the Client or the Client's representative within a 72-hour period, prior to the confirmed inspection date and time. Cancellation fees are the nominated inspection fee.

### 2 - SCOPE

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 reporting is limited to Appendix C of AS4349.1-2007.

The report does not include an estimate of the cost for rectification of the Defects. The overall condition of the 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.

The inspection shall comprise of a visual assessment of the items listed in Appendix C of AS4349.1-2007 for the nominated building and structures within 30 metres of the building, within the site boundaries, including fences.

Subject to safe and reasonable access (See Definitions below) the Inspection will normally report on the condition of each of the following areas: -

- The interior
- The roof voids
- The exterior
- The subfloor
- The roof exterior

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.

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.

### 3 - SERVICE

The inspection assessment is to be based solely on the following inspection criteria, carried out by a Building Inspector, of the readily accessible areas of the property, specified by the Client in this document:

- Option 1**      **Standard Property Inspection Report** A Non-destructive visual examination of surfaces visible at the time of the inspection (but excluding furniture and stored items), and the carrying out of non-destructive tests. Unless otherwise specified in writing, a Standard Property Inspection deals only with the detection, or non-detection of Structural Damage, Conditions Conducive to Structural Damage and any Significant Defect in the general condition of Secondary Elements and Finishing Elements, discernible at the time of inspection. All other reports are Special-Purpose Inspection Reports.

**Option 2 Special Purpose Building Report** An inspection report which could be destructive or non-destructive, (With the Building Owners consent) of any element of the property that is outside the scope of the standard Property Inspection Report, AS4349.1-2007 as well as the particular requirements of the Client. A defined purpose, scope and acceptance criteria on which the inspection report is to be based, must be supplied by the Client. This inspection will be produced at extra cost, with price determined by Total Inspections Pty Ltd.

In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The complete inspection of other common property areas would be the subject of a special-purpose inspection report, which is adequately specified.

If the Client has any doubt about the Scope of the report the client should discuss their concerns with Total Inspections Pty Ltd before ordering the Report.

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

If the client fails to implement the recommendations or advice as stated within the Report, the client agrees and accepts that they will not or cannot hold Total Inspection Pty Ltd responsible, as the client had an opportunity to:

- Terminate the contract;
- Ask the Vendor to rectify or repair; or
- Renegotiate with the Vendor.

#### 4 - LIMITATIONS

The Client acknowledges:

1. The Inspector will conduct a non-invasive, non-destructive visual inspection, which will be limited to those safe 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, these areas and elements in those areas 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.
2. The Inspection WILL NOT involve any invasive or destructive inspections including cutting, breaking apart, dismantling, removing or moving objects 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.
3. The Inspection and Report compares the inspected building with a building constructed to the generally accepted practice at the time and of which has been maintained correctly, so there has been no significant loss of strength and performance.
4. 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 inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
5. 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.
6. The Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-2010 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector. This item is for standard building inspections only please review the Terms and Conditions for timber pest inspections for further information of inclusions and limitations.
7. If Timber Pest Damage is found, then it will be reported. The inspector will only report on the damage which is visible.
8. 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 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 Total Inspections Pty Ltd can provide testing to confirm if the materials are Asbestos containing materials (ACM) at extra cost. This test would involve taking samples of the materials so consent must be given by the building owner. The price for will be determined by Total Inspection Pty Ltd.
9. No testing will be carried out at the property for Methamphetamine contamination and no report on the level of contamination will be provided. Upon request Total Inspections Pty Ltd can provide testing to confirm if there is methamphetamine contamination at extra cost. The price for will be determined by Total Inspection Pty Ltd.
10. Mould (Mildew) and Non-Wood Decay Fungi Disclaimer: No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.

11. No inspection for magnesite flooring will be 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.
12. 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 the inspection.
13. If the property to be inspected is occupied then the Client 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.
14. 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.
15. The client agrees that Total Inspections Pty Ltd will not accept any liability for failure to report a defect that was concealed by the owner of the building being inspected and the Client agree to indemnify Total Inspections Pty Ltd for any failure to find such concealed defects.
16. Where Total Inspections Pty Ltd report recommends another type of inspection, including an invasive inspection and report, the client shall be responsible to have such an inspection carried out prior to the exchange of contracts or end of cooling-off period. If the Client fail to follow these recommendations, the client agrees and accepts that they may suffer a financial loss and will indemnify Total Inspections Pty Ltd against all losses that is incurred, by any party, resulting from failure by the client to act on this advice.
17. 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.
18. The Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified.
19. The Report does not include the inspection and assessment of items or matters that do not fall within the Inspectors direct expertise.
20. The client accepts that a standard property inspection report is not a warranty or an insurance policy against problems developing with the building in the future.
21. The Report will be produced for the use of the Client only. The report or any information in the report is not to be passed on to a third part without Total Inspections Pty Ltd consent. Total Inspections Pty Ltd is not liable for any reliance placed on this report by any third party.
22. A building report is not a maintenance report. All properties require regular maintenance. Where obvious maintenance issues are noted, these will be included in the report as a courtesy comment only. A full maintenance report is available at an additional cost.

## 5 - EXCLUSIONS

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

1. Any 'minor fault or defect', i.e. a matter, in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification;
2. Solving or providing costs for any rectification or repair work;
3. The structural design or adequacy of any element of construction.
4. Detection of wood destroying insects such as termites and wood borers;
5. The operation of fireplaces and solid fuel heaters, including chimneys and flues;
6. Any services including building, engineering (electronic), fire and smoke detection, air-conditioning, light switches and fittings, TV, sound and communications, intercom systems, garage door mechanisms, alarm and security systems or mechanical;
7. Any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
8. Any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;
9. A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
10. A review of environmental or health or biological risks (eg. asbestos content or presence thereof, toxic mould, allergies, soil toxicity, lead content, radon or urea formaldehyde)
11. Whether the building complies with the provision of any building act, code regulation(s) or by-laws; and
12. Whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone.
13. Comment on any material containing asbestos.

14. Concealed plumbing, electrical or other services;
15. Insulation, sarking;
16. Gas fittings and fixtures;
17. Any air-conditioning systems including ducted or split systems.

Any of the above matters can be the subject of a Combined Building and Timber Pest Inspection Report or Special-Purpose Inspection report, at additional cost, and can be undertaken by Total Inspections Pty Ltd if required.

## 6 - DISPUTE RESOLUTION

In engaging our services, the client hereby agrees and accepts to abide by our dispute resolution process. As per AS4349.1-2007

- In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, the Client must notify Total Inspections Pty Ltd, as soon as possible, of the dispute or claim, by email - info@total1.com.au, Phone - 1800 868 251 or mail - PO Box 660, Miami 4220.
- The Client must allow Total Inspections Pty Ltd (which includes nominated Person) to visit the property. The visit must occur within twenty-eight (28) days of your notification received by Total Inspections Pty Ltd.
- Total Inspections Pty Ltd must be given full access to the property, in order that the complaint can be fully investigated. The Client will be provided with a written response to their dispute or claim within twenty-eight (28) days of the date of the inspection.
- If the Client is not satisfied with Total Inspections Pty Ltd response, the Client must within twenty-one (21) days of the receipt of the written response, refer the matter to a Mediator nominated by Total Inspections Pty Ltd 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.
- Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute.

The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- The parties must submit all written submissions and evidence to the Arbitrator within twenty-one (21) days of the appointment of the Arbitrator; and
- The arbitration will be held within twenty-one (21) days of the Arbitrator receiving the written submissions.
- The Arbitrator will make a decision determining the dispute or claim within twenty-one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.
- The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty-one (21) days of the order.

## 7 - DEFINITIONS

The Client should read and understand the following definitions of words used in this Agreement and the Report. This will help the Client understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the Report which Total Inspections Pty Ltd will provide following the Inspection.

**Acceptance Criteria:** The Building shall be compared with a building which was constructed at approximately the same time, using practices which were generally accepted as normal for that time and that the property has received maintenance to ensure that the intended strength and serviceability of the building have not significantly deteriorated over time.

**Access hole:** (cover) means a hole in the structure allowing safe entry to an area.

**Accessible area:** is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection. See below.

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

**Client** is 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)

**Conditions Conducive to Structural Damage:** means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

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

**Finishing Elements:** means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

**Invasive or Destructive:** Breaking, disturbing, interfering with the structure or surface of the building elements or the like. Unscrewing, levering, drilling or moving any part of the fixed structural elements.

**Inspector:** the person nominated by Total Inspections Pty Ltd to undertake the Building Inspection Report or Other inspections carried out for the client.

**Limitation:** is 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.

**Primary Elements:** means those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

**Property:** is 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:** is the document and any attachments issued to You by Us following Our inspection of the property.

**Structural Inspection:** is 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 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 set out below in Accessibility.

**Secondary Elements:** means those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**Structure means** the loadbearing part of the building, comprising the Primary Elements.

**Structural Damage means** a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- *Structural Cracking and Movement* – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- *Deformation* – an abnormal change of shape of Primary Elements resulting from the application of load(s).
- *Dampness* – the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- *Structural Timber Pest Damage* – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following timber destroying agents: chemical delignification; fungal decay; wood borers; and termites.

**Significant Defect** means a matter, in view of the age and type of the building being inspected, requires substantial repairs or urgent attention and rectification.

**Tests** means where appropriate the carrying out of tests using the following procedures and instruments:

- Dampness Tests means additional attention to the visual examination was given to those accessible areas which the Inspectors experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.
- Physical Tests means the following physical actions undertaken by the Inspector, for example opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; or the tapping of tiles and wall plaster.

## 8 - ACCESSIBILITY

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

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

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

**Building Exterior, Roof Exterior and Site:** The Inspector does move or remove any obstructions including but not limited to wall cladding, furniture, stored items, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish, etc. Such items may be concealing defects, which may only be revealed when the items are moved or removed.

**Roof Space:** Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard AS 4349 the minimum requirement is a 450 mm by 400 mm access manhole.

**Subfloor Space:** Storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas. In accordance with Australian Standard AS 4349 the minimum requirement is a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. For further advice consult the person who carried out this report.

## 9 - IMPORTANT NOTE

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

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

The inspection and report only deals with the detection, or non-detection of structural damage, conditions conducive to structural damage and any significant defect in the general condition of secondary elements and finishing elements discernible at the time of inspection.

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

- Any 'minor fault or defect', i.e. a matter in view of the age, type and condition of the building being inspected, does not require substantial repairs or urgent attention and rectification.

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

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

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

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

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

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

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

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



## TIMBER PEST INSPECTION REPORT - TERMS AND CONDITIONS

The inspection will be of the Building Elements as outlined in and will be in accord AS 4349.3-2010

A copy of the appropriate Standard with Appendices may be obtained from Standards Australia or SIA Global.

Total Inspections Pty Ltd will carry out the inspection and report ordered by the client, in accordance with this agreement and the Client acknowledges and accepts that payment for the full amount must be made prior to the inspection being carried out and inspection report issued.

In ordering the inspection, the Client agrees 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.

### 1 - SPECIAL CONDITIONS

1. The Consultant reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.
3. Cancellation fees will be charged if the inspection is cancelled by the client or the client's representative within a 24-hour period prior to the confirmed inspection date. Cancellation fees are half the nominated inspection fee. The client acknowledges and accepts that an administration fee of \$150.00 may be added to your account if your account is not settled within 14 days of your completed inspection/s.
4. The report is produced for the client only. The consultant is not liable for any reliance placed on the report by any third party. For reference purposes a copy of the company's reports will be retained. Total Inspections Pty Ltd reserves the right to reproduce the report in part or full if requested by another paying client.

### 2 - SCOPE

In the case of Pre-purchase Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection is to provide advice about the condition of the property concerning timber pest activity as outlined in the Scope of this Agreement.

In the case of Termite Inspections, the inspection will be carried out in accord with AS 4349.3-2010

A copy of these Australian Standards may be obtained from Standards Australia at Your cost.

All inspections will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (see definitions below) is both available and permitted on the date and time of Inspection.

The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing **WILL NOT** be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter may not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.

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 insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, stored items, appliances or personal possessions and any other obstructions that may inhibit the inspector visually inspecting any area.

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.

If the property to be inspected is occupied then the client should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed. In some cases the concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

### **3 - INSPECTION REPORT**

In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.3- 2010 the Inspection and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and damp wood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.

The Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hyloterpes bujulus Linnaeus*) will be excluded from the Inspection.

The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.

**MOULD:** Mildew and non-wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

### **4 - LIMITATIONS**

Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property are not, or have not been, infested by termites or timber pests. Accordingly, the Report will not guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that future infestation of Timber Pests will not occur or be found.

The Inspector will conduct a non-invasive, non-destructive visual inspection, which will be limited to those safe 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, these areas and elements in those areas 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.

The Inspection WILL NOT involve any invasive or destructive inspections including cutting, breaking apart, dismantling, removing or moving objects 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.

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

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.

If the property to be inspected is occupied then the Client 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 You agree to:

Obtain a statement from the owner as to

- any Timber Pest activity or damage;
- timber repairs or other repairs
- alterations or other problems to the property known to them
- any other work carried out to the property including Timber Pest treatments
- obtain copies of any paperwork issued and the details of all work carried out

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

### **5 - DETERMINING EXTENT OF DAMAGE**

The Report will not and cannot state the extent of any timber pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then the Client must assume that there may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and the Client should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.

If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, eg framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. The Client agrees that neither Total Inspections Pty Ltd nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

### **6 - COMPLAINTS PROCEDURE**

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, The Client must notify Total Inspections Pty Ltd as soon as possible of the dispute or claim by email, fax or mail. The Client must allow Total Inspections Pty Ltd (which includes persons nominated by Total Inspections Pty Ltd) to visit the property (which visit must occur within twenty eight (28) days of your notification to Total Inspections Pty Ltd) and give Total Inspections Pty Ltd full access in order that We may fully investigate the complaint. The Client will be provided with a written response to the Clients dispute or claim within twenty-eight (28) days of the date of the inspection.

If the Client is not satisfied with Total Inspections Pty Ltd response, the Client must, within twenty-one (21) days of the receipt of Total Inspections Pty Ltd written response, refer the matter to a Mediator nominated by Total Inspections Pty Ltd, 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.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of the Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty-one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty-one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty-one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty-one (21) days of the order.

In the event the Client does not comply with the above Complaints Procedure and commence litigation against Total Inspections Pty Ltd then, the Client agrees to fully indemnify Total Inspections Pty Ltd against any awards,

costs, legal fees and expenses incurred by Total Inspections Pty Ltd in having the Clients litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

## 7 - THIRD PARTIES

No Liability will be accepted by Total Inspections Pty Ltd arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a 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 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.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations 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.

## 8 - DEFINITIONS

The Client should read and understand the following definitions of words used in this agreement and the Report. This will help the Client understand what is involved in a Timber Pest Inspection or a Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which Total Inspections will provide the Client following the inspection.

**Access hole** means a hole in the structure allowing entry to an area.

**Active** means live timber pests were sighted during the inspection.

**Client** means the person(s) who requests the report. If ordered by the client's Agent, then it is agreed that the Agent represents the client and has the authority to act for and on behalf of the client.

**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 is 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.

**Property** means the structures, gardens, trees, fences etc up to thirty (30) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside the thirty (30) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

**Reasonable Access** means only areas to which reasonable access is available are inspected. The Australian Standard AS 4349.3-2010 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than noted below in 8- Accessibility.

**Report** means the report issued to You by Us following Our inspection of the property.

**Termites** means subterranean and damp wood termites (white ants) and does not include Dry wood termites.

## 8 - ACCESSIBILITY

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

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

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

**Building Exterior, Roof Exterior and Site:** The Inspector does move or remove any obstructions including but not limited to wall cladding, furniture, stored items, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris or rubbish, etc. Such items may be concealing defects, which may only be revealed when the items are moved or removed.

**Roof Space:** Obstructions such as roofing, stored articles, thermal insulation, sarking and pipe/duct work may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard AS 4349 the minimum requirement is a 450 mm by 400 mm access manhole.

**Subfloor Space:** Storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas. In accordance with Australian Standard AS 4349 the minimum requirement is a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. For further advice consult the person who carried out this report.

#### **9 - IMPORTANT NOTE**

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

The inspection and report only deals with the detection, or non-detection of Timber Pests as per AS 4349.3-2010 present at the time of inspection. The Inspection only deals with the nominated property and does not include detection or non-detection of Pests in neighbouring properties.

If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, the Client must contact Total Inspections by phone or in person and have the Inspector explain and clarify the matter to the Clients satisfaction. The Clients failure to contact Total Inspections Pty Ltd means that the Client has read this agreement and do fully understand the contents.

The Client agrees that in clicking I AGREE on the Web booking page to this agreement Client has read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. The Client agrees to pay for the inspection before delivery of the report.

Any advice given in regard to repair of damage or treatment of identified pests is 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. Total Inspections Pty Ltd accepts no liability for any estimates provided throughout the inspection.

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