

## TERMS & CONDITIONS

### SPECIAL CONDITIONS

1. The Building 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 Building 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, and inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.

### SCOPE OF INSPECTION AND REPORT

A Standard Property Inspection 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* of Construction discernible at the time of inspection, with or without ancillary testing. All other reports are Special-Purpose Inspection Reports.

As requested by the *Client*, the inspection assessment is to be based solely on the following inspection carried out by a *Building Consultant* of the *Readily Accessible Areas* of the property specified by the Client overleaf:

**Option 1** A 'visual only' examination of surface work (see Limitation No 1 below); or

**Option 2** A visual examination of surface work, and the carrying out of *Tests*; or

**Option 3** An inspection report which may include Option 1 or Option 2 as well as the particular requirements of the Client which are specified and attached to this document.

NOTE: 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.

### LIMITATIONS

The Client acknowledges:

1. A 'visual only' inspection may be of limited use. In addition to a visual examination, to thoroughly inspect the readily accessible areas of the property requires the consultant to carry out when ever necessary appropriate tests.
2. The Inspection 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 (see Exclusions below).
3. The Inspection Report does not include the inspection and assessment of items or matters that do not fall within the consultant's direct expertise.
4. The inspection only covers Readily Accessible Areas of the property. The inspection does not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.
5. AS 4349.1 recognises that a standard property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. The Inspection Report is to be produced for the use of the Client named in this Pre-Engagement Inspection Agreement. The Building Consultant is not liable for any reliance placed on the report by any third party.

### EXCLUSIONS

The Client acknowledges:

A Standard Property Inspection Report does not cover or deal with:

- (i) 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;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (viii) any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;
- (ix) a review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing.
- (x) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- (xi) whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

Any of the above matters may be the subject of a Special-Purpose Inspection Report which is adequately specified and undertaken by an appropriately qualified inspector.

### DEFINITIONS

**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:

- (a) *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, footing, floors, walls and roofs.
- (b) *Deformation* – an abnormal change of shape of primary elements resulting from the application of load(s).
- (c) *Dampness* – the presence of moisture within the building which is causing consequential damage to primary elements.
- (d) *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 wood destroying agents: chemical delignification; fungal decay (rot); wood borers (borers); and termites (white ants).

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

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

**Primary Elements** means those parts of the building providing the basic load bearing capacity to the Structure, such as foundations, footings, floor framing, load bearing 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.

**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.

**Secondary Elements** means those parts of the building not providing load bearing 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-load bearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**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.

**Client** means the person or persons, for whom the Inspection Report is to be carried out or their Principal.

**Principal** means the person or persons for whom the report is being obtained.

**Building Consultant** means a person, business or company who is qualified and experienced to undertake a Standard Property Inspection Report in accordance with Australian Standard AS 4349. "Inspection of Buildings. Part 1: Property Inspections – Residential Buildings".

**Readily Accessible Areas** means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

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

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

### PAYMENTS

1. All reports remain the property of Energy Efficient Homes Design & Construction Pty Ltd until payment is received in full.
2. All accounts are to be paid either by completion of the inspection/service undertaken or by the due date in accordance with our trading terms.
3. We accept cash, cheque, money orders and all major credit cards as well as direct debit facilities.  
Bank: St George Bank BSB No: 112-879 Account No: 0412 40975
4. If credit card details have been provided by the client, automatic debit of the credit card will be made once the inspection has been completed.
5. If an account is overdue by more than 60 days it will incur interest and administration fees.
6. If an outstanding amount outside the trading terms is referred to a collection agency, you will be liable for bearing costs of a recovery fee.
7. All cancellations must be made 24hrs prior to inspection or a cancellation fee will be incurred.
8. By paying the agreed fee, the client acknowledges that they have read, understand and agree to the terms and conditions of inspection and report set out on the reverse of this invoice.

**This is a seven day account and your prompt payment would be appreciated.**