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Building Defect Inspection Agreement

Agreement Number: []

Client: []

Postal Address: []

State: [] Post Code: []

Phone: [] Fax: [] Mobile: []

Email: []

Re Property to be inspected at: []

State: [] Post Code: []

TYPE OF PROPOSED INSPECTION ORDERED BY YOU: Building Defect Inspection

Inspection & Report: 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 RAPID Solutions at Your cost by phoning (02) 4954 3655 or by email to support@rapidsolutions.com.au from Standards Australia.

We will carry out the inspection and report ordered by You in accordance with the agreement and You agree to pay for the inspection on or before delivery of the report.

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.

SCOPE OF THE INSPECTION AND THE REPORT

1. The Inspection will be carried out in accordance with AS4349.0-2007. **The purpose of the inspection is to provide advice regarding the condition of the property at the date and time of the inspection.** Areas of inspection shall cover all safe and accessible areas.
2. The inspection shall comprise a visual assessment of the items listed in Appendix C to AS4349.0-2007 for the structures within 30 meters of the building and within the site boundaries including fences.
3. Subject to safe and reasonable access (See Definitions below) the Inspection will normally report on the condition of each of the following areas:-
 - * The Interior
 - * The Exterior
 - * The Roof Exterior
 - * The Roof Void
 - * The Subfloor
4. The inspector will report individually on Major Defects and Safety Hazards – evident and visible **on the date and time of the inspection.** The report will also provide a general assessment of the property and collectively comment on Minor Defects which would form a normal part of property maintenance.
5. Where a Major Defect has been identified, the inspector will give an opinion as to why it is a Major Defect and specify its location.

LIMITATIONS

6. The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access (see Definitions below) is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of the inspection.

Those areas may be the subject of an additional inspection upon request following the provision or reasonable entry and access.

7. The inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving 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.
8. The Inspection and Report compares the inspected building with a building that was constructed in accordance with 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.
9. The inspection excludes the insides of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed and obstructed. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
10. The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future.
11. The Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS4349.11998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.
12. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
13. **ASBESTOS:- No inspection for asbestos will be carried out at the property and no report on the presence or absence of asbestos will be provided.** If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. If asbestos is noted as present within the property then you agree to seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal.
14. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
15. If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied 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
 - 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.
16. The inspection WILL NOT cover or report the items listed in Appendix D to AS4349.1-2007.
17. 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.
18. 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 be apparent in differing weather conditions.
19. 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.
20. 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 and end of cooling-off period. If You fail to follow Our recommendation the 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.
21. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue.

GENERALLY

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 twenty-one (21) days from the service of the written Notice then either party may refer the dispute or claim to an independent mediator nominated by Us. 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 on 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. In the event any litigation is brought as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred when you have not first allowed us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.

22. THIRD PARTY DISCLAIMER: We shall 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 the 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 sales process providing it is carried out not more than three months prior to listing and is not more than six months old.

23. Prohibition on the Provision or Sale of the Report

The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorized 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.

24. 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 unauthorized provision or sale of the Report by You to a Person without Our express written permission.

25. 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.

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 inspections.

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

Access Hole (Cover) means an opening in the structure to allow for safe entry to carry out an inspection.

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

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

Client means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf. (See also 'You/Your' below).

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

Inspector means the person or organization 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.

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

Report means the document and any attachments issued to You by Us following Our inspection of the property.

Structural Inspection means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property. **The Report** will not include those items noted in Clause A3 of AS4349.1-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural and 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 AS4349.1-2007

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 or access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.**
- 2. Subfloor areas sprayed with Chemicals should not be inspected unless it is safe to do so.**

Our/US/We means the company, partnership or individual named below that You have requested to carry out the property inspection and report.

You/Your means the party identified on the face page of this agreement as the Client, and where more than one party such parties jointly and severally, together with any agent of that party.

You agree that in signing this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection on delivery of the report.

If You fail to sign and return a copy of this agreement to Us and do not cancel the requested inspection then You agree that You have read and understand the contents of this agreement and that We will carry out the inspection on the basis of this agreement and that We can rely on this agreement.

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

Are there Special Requirements/Conditions requested by the Client/Client’s Representative regarding the Inspection and Report? (Please indicate Yes or No) []

Cost of the Report including any requested Special Requirements/Conditions: \$ []

NOTE: You agree in signing these forms to pay Be Sure Building & Pest Inspections an additional fee nominated by Be Sure Building & Pest Inspections in the event that the property description given by You at the time of booking the inspection does not correspond with the actual property to be inspected.

Onsite consultations are available but they incur an additional \$50.00 surcharge.

You agree to pay Be Sure Building & Pest Inspections a cancellation fee of \$50.00 if the inspection requested is cancelled less than 24 hours before the inspection date.

Due to environmental reasons, hard copy reports will only be sent out via mail if requested. All full reports will be sent via email once payment has been received.

Hard Copies of reports are requested in addition to an emailed copy. (Please indicate Yes or No)
 If neither Yes or No has been indicated above we will assume that hard copies are not requested and therefore no hard copies will be sent in the mail. NOTE: A \$10.00 surcharge will apply where a hard copy is requested.

IF RETURNING THESE FORMS VIA EMAIL, PLEASE COMPLETE THE FRONT PAGE OF THIS DOCUMENT AND THE STATEMENT BELOW AND EMAIL THEM TO: besure@netspace.net.au

By placing an X in this box , I, (client's name) agree that I have read and understood this agreement, and authorise Be Sure Building & Pest Inspections to conduct an inspection at (property to be inspected) on this the day of 20 .

IF RETURNING THESE FORMS VIA FAX OR MAIL, PLEASE COMPLETE THE FRONT PAGE OF THIS DOCUMENT AND THE DETAILS BELOW AND EITHER FAX THEM TO: (07) 49695186 or MAIL THEM TO: Be Sure Building & Pest Inspections PO Box 303 BUCASIA QLD 4750

Name:
(Name of the Client)

On this the day of 20
Time Agreement signed:

By
(Name of person signing)

Signature:

Signed for and on behalf of Be Sure Building & Pest Inspections
(Name of the inspecting company)

On this the day of 20

By **Nathan Milburn**
(Name of person signing)

Signature: