TERMS AND CONDITIONS

REPORTS GENERAL

- 1) The Report and any other attachments should not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial Inspection. A Re-Inspection after this time is essential.
- 2) Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.
- 3) The report is NOT an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not depends to a large extent upon the age and type of the building inspected.
- 4) The report is NOT a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a Structural Engineer.
- 5) The Report does not include an estimate of cost for rectification of the defects identified. The overall condition of the building will be compared to similarly constructed and reasonably maintained buildings of approximately the same age. Areas for inspection shall cover all Safe and Accessible Areas.
- 6) Any Photographs contained within the Report, and any Photographs taken in connection with the Inspection or Report are the property of Professional Building Report Services Pty Ltd.

SCOPE OF THE BUILDING INSPECTION AND REPORT

- 7) PBRS Pre-Purchase Residential Building Inspections are carried out in accordance with Australian Building Standards AS 4349.0 2007, Inspection of Buildings General Requirements, AS 4349.1 2007, Inspection of Buildings Pre-Purchase Inspections Residential Buildings.
- 8) In accordance with Australian Standard AS 4349.1 2007, the Inspection shall comprise a visual assessment of items listed in AS 4349.1 2007 Appendix C for the structures within 30 metres of the building and within the site boundaries including fences. The Inspection WILL NOT cover or report on the items listed in AS 4349.1 2007 Appendix D.
- 9) The Building 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. A PBRS Inspector is qualified to carry out this type of Inspection, but this must be arranged prior to Inspection.
- 10) The Inspector will report individually on Major Defects and Safety Hazards evident and visible at the time and date 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.
- 11) Where a Major Defect or Safety Hazard has been identified, the Inspector will give an opinion as to why it is a Major Defect or Safety Hazard and specify its location.
- 12) Subject to Safe and Reasonable Access, the Inspection shall include:

The Site: The site including fencing that is up to 30 meters from the building and within the boundaries of the site, sheds and other structures within the property boundary.

Building Interior: The interior of the building, including ceilings, walls, floors, windows, doors and frames, kitchen, bathroom, WC, en-suite, laundry, stairs and damp problems.

Building Exterior: The exterior of the building including walls (including lintels, claddings, doors & windows), timber or steel frames & structures, chimneys, stairs, balconies, verandas, patios, decks,

Roof Exterior: The roof including tiles, shingles & slates, roof sheeting, gables, flashings, skylights, vents, flues, valleys, guttering, downpipes, eaves, soffit, fascias and barges.

Roof Void: The roof covering including roof framing, sarking, party walls, and insulation.

Sub-Floor: The timber floor including supports, floor, ventilation, drainage, dampness, and suspended concrete floor.

SCOPE OF THE TIMBER PEST INSPECTION AND REPORT

- **12)** PBRS Timber Pest Inspections are carried out in accordance with Australian Building Standards AS 4349.0 2007, Inspection of Buildings General Requirements, AS 4349.3 2010, Inspection of Buildings Timber Pest Inspections and AS 3660.2 2000 Termite Management, in and around existing buildings and structures.
- 13) In accordance with Australian Standard AS 4349.3 2010 AS 3660.2 2000, the Inspection shall comprise of a NON-INVASIVE VISUAL INSPECTION ONLY. All inspections will be limited to those areas and sections of the property to

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which Reasonable Access (see Limitations and Definitions below) is both available and permitted at the time and date of Inspection. The Inspection WILL NOT include breaking apart, dismantling, removing or moving objects including but not limited to foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The Inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. 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. In an occupied property it must be understood 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 the case of Strata type properties only the interior of the unit is inspected.

- 14) In the case of Pre-Purchase Timber Pest Inspections or Timber Pest Inspections in accordance with AS 4349.3-2010, and AS 3660.2 2000, 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.
- 15) Dry wood Termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus*) will be excluded from the Inspection, but will be reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported, a special purpose report may be necessary. This Pre-Sale or Pre-Purchase Report is 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 (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection will not cover any other pests and this Report does not comment on them.
- 16) HIDDEN DAMAGE: If Timber Pest activity and/or damage is found within the Structures OR the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. An INVASIVE INSPECTION is strongly recommended in this case. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers.
- 17) LIMITATIONS: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
- 18) DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. Any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or, 'extensive'. This information is not the opinion of an expert. 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 You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a separate inspection by a qualified 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. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.
- 19) 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 measure. 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 other related paperwork issued.

INSPECTION LIMITATIONS GENERAL

- 20) 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.
- 21) Inspections are a VISUAL INSPECTION ONLY service, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection WILL NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, 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. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
- 22) 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. Insulation in the roof space may conceal the ceiling timbers and make inspection of the area unsafe.

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- 23) The inspection and Report compares the inspected building with a building constructed to the generally accepted practice at the time and one which has been maintained so that there has been no significant loss of strength and permanence.
- 24) 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 space. Splinter testing WILL NOT be carried out where the inspection is being carried out for a purchaser who is 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 WILL NOT be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
- 25) 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 and You are not the owner occupier of the property, You agree to:
 - a) Obtain a written statement from the owner as to:
 - i. any timber pest activity or damage;
 - ii. any 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. copies of any paperwork issued and the details of all work carried out, and if possible, provide such paperwork to the inspector prior to the inspection being 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
- 26) 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 AS4349.1-2010. Therefore it is advised that the client obtain a Special Purpose Inspection Report of common areas prior to any decision to purchase.
- 27) 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.
- 28) 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.
- 29) 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.
- 30) The Report DOES NOT and CANNOT make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg; In the case of shower enclosures the absence of any dampness at the time of the Inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing or electrical work; durability of exposed finishes; detection and identification; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the Inspector.
- 31) Accordingly, the Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.
- **32)** Unless otherwise stated, the Report is prepared and presented under the assumption that the existing use of the building will continue as a Residential Property.
- 33) INFINITY AND OLSENT CABLES: Infinity and Olsent cables sold and possibly installed between March 2012 and October 2013. These cables are subject to a Replacement or Corrective Action Alert. PBRS Inspectors will endeavour to identify the presence of these brands of cable within the property being Inspected, within the guidelines of a Non-Invasive Inspection Procedure and to the best of their ability. However, PBRS accepts no liability for any situation whereby these cables are in fact installed and our Inspector failed to identify these cables.
- ASBESTOS DISCLAIMER: The Building Inspection is not an Inspection for Asbestos 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 happen 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 worker as to the amount and importance of the Asbestos present and the cost of sealing or removal. A PBRS Inspector is qualified to carry out safe Asbestos removal, however this must be arranged prior to Inspection if this is a concern, or later if this is noted during the Building Inspection.

- 35) MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER: The Timber Pest Report is not an Inspection for Mould (Mildew) and non-wood decay fungi. Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the General Remarks section of this report. If Mould is noted as present within the property and you are concerned regarding its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.
- **36)** MAGNESITE FLOORING DISCLAIMER: No inspection for Magnesite flooring will be carried out at the property and no report on the presence or absence of Magnesite Flooring will be provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.
- 37) ESTIMATING DISCLAIMER: Any estimates contained in the Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the Inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The inspector accepts no liability for any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations for the same work.
- 38) COMPENSATION: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of the 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 fourteen (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.
- 39) DISCLAIMER OF LIABILITY: NO Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).
- **40)** DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable to losses 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.
- 41) COMPLAINT INVESTIGATION: In the event any litigation is started as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred where you have not first allowed Us the opportunity to visit the property to investigate the complaint and provide you with a written response within twenty-eight (28) days.
- 42) CONSUMER COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty-eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty-one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us 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 You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

43) 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 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.

- 44) 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.
- INDEMNITY: You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against Us arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.
- 46) RE-INSPECTIONS: If you request Us to Re-Inspect the property for any reason, there will be a Re-Inspection cost, please refer to our Pricing Guide for the most current cost for this service. Re-Inspections of a property may be required as full access was not available at the time of initial Inspection or if repairs of an identified Defect have been carried out and a request is made for an amended Report.
- POSTPONEMENT OR CANCELLATION: If an Inspection is postponed or cancelled by You or at Your request within 24 hours of the agreed Inspection time, You agree to pay half the cost of the agreed Inspection Fee.

AREAS WHERE FULL INSPECTION MAY BE RESTRICTED

PLEASE NOTE: Since a complete inspection of SOME AREAS listed through the report may not have been physically possible (due to but not limited to - storage, furniture, beds, personal belongings in cupboards and/or wardrobes, low clearance in sub floor or roof void areas, ducts restricting access in sub floors or roof voids, plumbing restricting access in sub floor area, no access doors or access doors too small to sub floor or roof void and the like; then it follows that defects, timber pest activity and/or damage may exist in these areas and arrangements should be attempted to have these areas inspected.

> In some circumstances this will not be possible, for example a low sub floor or heating ducts restricting access. To properly inspect these restricted areas, ducts and floor boards may need to be removed. furniture moved, cupboards and wardrobes emptied which will be difficult to carry out.

Therefore, there will be an element of risk that defects/damage/termites/termite damage and the like may exist in any physically or visually obstructed areas and only become apparent when access is made available.

WE DO NOT GUARANTEE IN ANY WAY that there ARE OR ARE NOT any Defects, Termite damage or live Termites in any areas NOT ABLE to be Inspected.

Entering attics or roof voids that are heavily insulated can cause damage to the insulation and attic framing. Attics with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk on. In such cases, the attic is only partially accessed, thereby limiting the viewing of the attic area from the hatch area only. Inspectors will not crawl the attic area when they believe it is a danger to them or that they might damage the attic insulation or framing. A limited view of the attic area or roof void, only from the hatch, will occur in these circumstances.

It is standard Safe Work Practice that no attic or roof void or ceiling space will be entered unless all power is isolated to all circuits of the building or structure.

The roof covering will not be walked upon if in the opinion of the Inspector it is not safe to do so. Generally issues that prevent roof access include access height over 3 meters, steep pitch, wet/slippery surfaces, possible exposed wiring of Solar Panels or deteriorated covering. Not being able to walk a roof significantly limits our inspection which can result in hidden defects going undetected.

Only areas where safe and reasonable access is available are inspected. Access will not be gained where there are safety concerns, obstructions or where the space to inspect is less than the following: Roof Void access door must be at least 500mm x 400mm, reachable by the safe use of a 3.6m ladder and within the roof void there is at least 600mm x 600mm crawl space. Safe access to the roof void, the sub floor area and the roof cladding is at the inspector's discretion.

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.

Sub floor areas sprayed with Chemicals should not be inspected unless it is deemed safe to do so.

As stated in Clause A3 of AS 4349.1-2007, 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.

Clause A3 lists the non-structural items that should not be covered by the Report, unless they have some connection to identified structural issues in the Report.

OVERALL CONDITION

The overall condition of the building will be compared to similarly constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects and Minor and overall condition in this Residential Building as compared with similar Buildings is listed below.

DEFINITIONS

You should read and understand the following definitions of words used in this Agreement and the Report.

Australian Standards: Australian (AS) or joint Australian/New Zealand (AS/NZS) Standards are often called up in State and Commonwealth legislation. When this happens, these Standards become mandatory and can be subject to the scrutiny of the courts. The Building and Construction Industry are referred to Australian Standards through the BCA or NCC.

BCA: Building Codes of Australia (BSC) is the uniform set of technical provisions for the design and construction of buildings and other structures throughout Australia. The BCA is produced and maintained by the Australian Building Codes Board (ABCB), and given legal effect through the Building Act 1975. The BCA has been superseded by the NCC, see Below.

NCC: National Construction Codes (NCC) is the new set of Codes that have taken over from the BCA in 2014.

Access hole (cover): An opening in the structure to allow for safe entry to carry out an inspection.

Active: Means live timber pests that were sighted during the Inspection.

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

Client: 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)

Inspector: The person or organisation responsible for carrying out the inspection.

Limitation: Any factor that prevents full achievement of the purpose of the inspection.

High: The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Typical: The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

Low: The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Defect: A fault or deviation from the intended condition of the material, assembly or component.

Major Defect: A Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

Minor Defect: Any defect other than what is described as a major defect.

Accessible Area: Any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

Safe and Reasonable Access: Does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standards AS4349.1-2007 and AS4349.3-2010 provide information concerning Safe and Reasonable

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Access: Only areas where reasonable and safe access is available will be inspected. Access will not be available where there are safety concerns, or obstructions, or where space available is less than the following:

Roof Exterior – must be accessible by a 3.6m ladder placed at ground level and using Safe Work Practice for use of a ladder. Safe Work Practice requires no stepping above the 3rd last rung of either a step or extension ladder.

Roof Space – The dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6m ladder, and, there is at least 600mm x 600mm of crawl space. NB Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Sub-floor – the dimensions of the access hole must be at least 500mm x 400mm, and, there is at least 400mm crawl space beneath the lowest bearer, or, 500mm beneath the lowest part of a concrete floor.

NOTE: The inspector shall determine whether sufficient space is available to allow safe access to confined areas. Safe and Reasonable Access does not include the use of destructive or invasive inspection methods. Nor does Safe and Reasonable Access include cutting or making access traps, or moving furniture or stored goods.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geo-technical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

Septic Tank: These should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. A PBRS Inspector is a qualified Pool Safety Inspector and this service can be arranged as a separate Report.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and storm water run-off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainer.

Report: The Report issued to You by Us following Our Inspection of the property.

Special Purpose Report: This is a Report that is specifically requested by the Client and is not a report in respect of a prepurchase inspection.

Termites: Means subterranean and damp-wood termites (white ants) and does not include Dry wood Termites.

Timber Pests: Are subterranean and damp-wood termites (white ants), borers of seasoned timber and wood decay fungi (rot).

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 all such parties jointly and severally, together with any agent of that party.