



HousePectiOnS Service Agreement 2016

1.0 **Acceptance of Agreement:**

The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by HousePectiOnS

2.0 **Payment Terms:**

Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 **Purpose of Inspection:**

The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious issues apparent at the time of the inspection.

4.0 **Scope of Inspection:**

Scope of inspection will depend on the inspection type which the Client has selected and the inspection will be in general accordance with the requirements of Australian Standard AS 4349

4.1 **Non-invasive visual inspection:**

All inspections will be carried out by the inspector, where practical and possible, as a non-invasive visual inspection and will be limited only to those areas and sections of the property to which there is reasonable access available and permitted on the date and time of Inspection as defined in the relevant Australian Standard.

4.2 **Splinter Test:**

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

4.4 **Limitations:**

The inspector cannot see or inspect inside walls, inside skillion roofing, between floors, inside the eaves, behind stored items 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 or not possible. The inspector will not dig, gouge, force, move or displace items or perform any other invasive procedures. An invasive inspection will not be performed. The report shall not contain any assessment or opinion on any area or item that could not be inspected by the inspector an aspect of the inspection that is not within the inspector's expertise or an aspect of the inspection that is solely regulated by statute.

4.5 **Statement from owner:**

If the property being inspected is occupied then, as the Client, you 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 case the concealment may be deliberate. As the Client, if you are the purchaser and not the owner of the property to be inspected then we recommend that you obtain a statement from the current owner as to any timber pest activity or damage to the property known to them and what, if any, previous treatments have been undertaken 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.

4.6 **Mold:**

Mildew and non wood decay fungi is commonly known as Mold and is not defined or considered a Timber Pest. However, in some cases mold and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for mold will be carried out at the property and no report on the presence or absence of mold will be provided. If Mold is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then the Client should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert.

4.7 **Extent of damage:**

If any damage is detected this report does not and cannot state, the full extent of any damage. If any Timber Pest activity or damage is noted in this report, further investigation would be recommended, by way of removal of linings/fixtures etc. to help determine the level of the activity and/or damage to the structure and the extent of the repairs required.

4.8 **Conditions:**

The report may be conditional upon or conditional in relation to: prevailing weather conditions, which affects the potential for the detection of timber pests; the accuracy of information provided by the client or representative of the client; the specific expertise of the inspector as specified in the report deliberate concealment of pest activity or resultant damage; or any other factor limiting the preparation of the report.

5.0 Not expert opinion:

The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This HousePectiOns report (address of the property), Perth Suburb Page 13 of 15 information is not the opinion of an expert, as the inspector is not qualified to give an expert opinion. This is an opinion given on a date and time. The inspector reserves the right to change their opinion at any time after the issuance of the report. The owner of the property accepts that termite activity is often hidden from view and must exercise vigilance in monitoring the home for termite activity and to undertake to commit to competent inspections at regular intervals.

5.2 Termite treatment information:

The inspection where the information is available, may 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. The Client 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.

6.0 Safe and Reasonable Access:

This is a visual inspection only. 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 inspection. The inspector shall also determine whether sufficient space is available to allow safe access. This will apply to roof spaces and underfloor 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. Minimum dimensions for reasonable access Roof Interior - access hole - 400 mm x 500mm, crawl space - 600mm x 600mm Sub floor - access hole - 400mm x 500mm, crawl space - 600mm x 600mm It is the Client's responsibility to ensure access to areas to be inspected prior to the inspection. Areas which have restricted access due to locked or unauthorised entry, legal right of entry, locked doors, pets, security systems, furniture and similar obstructions can may not be included in the inspection. **7.0 Exclusions from Inspection:**

The inspection report does not contain comments on the variations agreed/or not between the client and the builder, it includes observations on 'as built' conditions and quality of workmanship in terms of satisfactory or otherwise.

7.0 Liability and Limitations:

The report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection. HousePectiOns' liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party. 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, damaged structurally or by timber pest infestation. Accordingly, the report will not guarantee that a damage and/or infestation does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that such an event will not occur in future.

8.0 Money Back Guarantee:

If the client is not fully satisfied with the inspection and/or inspection report provided, HousePectiOns will refund 100% of the inspection fee to the Client. This will require the Client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 30 days from the date of the inspection. After this period, it is at the full discretion of HousePectiOns whether a request for a refund will be approved.

9.0 Follow up inspections:

The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

10.0 Estimates Provided:

11.0 Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costings. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the Client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings:

Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to: Type and standard of materials, fittings and fixtures chosen. Level of client involvement and engagement required, Construction method and process chosen, Overall timings and duration of works undertaken, Fluctuations

in building materials and labour costs, Scale and extent of the renovation project, When the renovation project is undertaken, Location of the works and site conditions The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor through obtaining quotations from appropriate suppliers and tradesman.

13.0 Approvals for access to property:

The Client represents and assures HousePectiOns that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless HousePectiOns from demands or claims alleging a trespass upon the premises to be inspected.

14.0 Inspection Coordination:

If the Client requested a coordination for an inspection service and written report from HousePectiOns, the Client does so with the acknowledgement and acceptance that the inspection may not be carried out by HousePectiOns and executed by a 3rd party company. If this is the case the following conditions apply: (1) HousePectiOns does not carry out the Inspection service or produce the written report. (2) HousePectiOns simply conveys orders to a 3rd party company for completion. (3) The Client and the provider indemnify HousePectiOns to and from any, omissions, errors, damage, consequences and legal action resulting from the pest inspection services and reports. (4) HousePectiOns cannot and does not accept liability in relation to the Inspection providers service, and / or content of written reports or warranties which may be provided. The Client's acceptance of the inspection coordination service that HousePectiOns provides is done so based on your full understanding and acceptance of these conditions.

15.0 Asbestos Disclaimer:

If during the course of the inspection asbestos or materials containing asbestos happened to be noticed, then this may be noted. Buildings built before 1990 may contain some asbestos. Sheeting should be fully sealed. If asbestos is noted as present within the property you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to people's health and the Client should seek advice from a qualified asbestos removal expert.

16.0 Not a Compliance Report:

(For reports within ACT) This is not a compliance report strictly in accordance with civil law (Sale of Residential Property) regulations: The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who

prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion whether expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and HousePectiOns belief, at the time, of the inspector. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is strongly recommended that, if the Client has any concerns in respect to the compliance of the structures, a special purpose report be obtained

Disclaimer:

- 1.0 A property inspection is a non-invasive visual examination of a property, performed for a fee which is designed to identify observed material defects within specific components of the property. It is intended to assist in the evaluation of the overall condition of the property. The inspection is based on observation of the visible and apparent condition of the structure and its components at the time of the inspection.
- 2.0 Please be advised that roof coverings will not be walked on where access heights are over 3 metres, surfaces are slippery or wet and steep roof pitching compromises safety of inspection. Roof spaces that are heavily insulated have visual limitations, often covering roof framing structures and could be damaged by entering the space. In such cases the roof is only visually inspected through the roof access hatch. There are inspection limitations owing to these factors.
- 3.0 A property inspection will not reveal every concern that exists or ever could exist, but only those material defects observed at the time of the inspection. An inspection report shall describe and identify the inspected systems, structures and components of the property and shall identify material defects observed.
- 4.0 Inspection reports may contain recommendations regarding conditions reported or recommendations for corrections, monitoring or further evaluation by professionals. While the report includes issues of the building, if something has not been written it does not mean that it has not been inspected.