



# BUILDING INSPECTION AGREEMENT

**(As required by Australian Standards 4349.1 – Pre- Purchase Building Inspection)**

This is an Agreement Form between the client and the inspector representative of Building-Inspections Melbourne (trading as Tcover Pty Ltd). The two parties need to enter into agreement prior to inspection taking place.

Signing the document is not required. You need to read the agreement and tick the box if you agree or reply to us via email if you don't agree with the inspection terms.

If You fail to return a copy to Us and do not cancel the requested inspection then You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered by You in accordance with this agreement and You agree to pay for the inspection and 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.

## **Purpose of Inspection**

The purpose of the inspection is to provide advice to a prospective purchaser or other interested party regarding the condition of the property at the time of inspection. Where the client or other interested party requires only assessment of the structure of the property, the purpose of the inspection shall be limited to that described in Appendix A.

## **TYPE OF 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.

## **SCOPE OF THE INSPECTION AND THE REPORT**

The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection.

Where the client or other interested party requires only assessment of the structure of the property, the scope of the inspection shall be limited to that described in Appendix A.

An estimate of the cost of rectification of defects is not required in an inspection report in accordance with this Standard.

1. Inspection is 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 of the dwelling.
  - The roof void.
  - The roof exterior.
  - The sub floor.
  - The Exterior of the dwelling.
2. The report will show individually 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.
  3. 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**

1. 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 of reasonable entry and access. Additional fees to attend and re-inspect may apply.

2. 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.
3. The Inspection and Report compares the inspected building 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 durability.
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 bylaw, or as a warranty or an insurance policy against problems developing with the building in the future.
6. This Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections.
7. In the event that Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
8. 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.

9. MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER: No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
10. 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 this report where they occur you agree to obtain and rely on independent quotations for the same work.
11. 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.
12. The inspection WILL NOT cover or REPORT the items listed in Appendix D to AS4349. 1-2007 which includes but is not limited to, the condition or operation of swimming pools, swimming pool fencing/gates, spas or their surroundings, rainwater or grey water tanks or treatment and similar facilities; Condition, adequacy or compliance of electrical, gas and plumbing systems including roof plumbing, underground pipes or drainage systems, Operation adequacy or compliance of security and communications systems, smoke detectors, building services, building automation, electrically operated doors including garage doors, plant, equipment, mechanical, gas or electrical appliances and fittings; timber framing or metal framing sizes and adequacy; Compliance with legal, planning, regulatory including Building Code of Australia, sustainability or environmental matters including but not limited to the adequacy or safety of insulation, waterproof membranes and/or other installations, Bushfire Attack Level assessments.
13. 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 prior to any decision to purchase.
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, for example leaking roof, leaking gutters, leaking down pipes, drainage blocking, surface water drainage and the like.

15. 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. For example, defects behind or under beds, refrigerators, washing machines rugs, carpet, stored items in cupboards or against walls and the like. The adequacy of water proofing, sealed showers / wet areas may not be able to be identified if has not been used for some time or full access is not available under these wet areas.
16. 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.
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. In the normal course of quoting our services, we do not allow to present our reports in accordance with Practice Note 2 under Section 158 of the Victorian Civil & Administrative Tribunal Act 1998. Therefore, if this report is to be submitted to VCAT an additional addendum will have to be prepared by us to be attached to it.

## **GENERALLY**

1. 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 fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. 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 one 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.

2. **THIRD PARTY DISCLAIMER:** We will 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 that 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.
3. **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 this other Person to comply with this clause.
4. **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.
5. **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 in-directly from the unauthorized provision or sale of the Report by You to a Person without Our express written permission.

## **DEFINITIONS**

1. 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 Inspection.

**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/Me" 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.

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**Minor defect** means a defect other than a Major defect.

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

**Property** means the structures and boundaries etc. 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** 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 AS 4349.1-2007.

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 AS 4349.1-2007**

Area	Access hole mm	Crawl space mm	Height
Roof interior	400 × 500	600 × 600	Accessible from a 3.6 m ladder
Roof exterior	—	—	Accessible from a 3.6 m ladder placed on the ground

### **Table Notes:**

- 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 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** 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.



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 and in turn an inspection report will be provided to you.