

Terms & Conditions

- The pre-purchase building inspection is undertaken in accordance with Australian Standard AS 4349.1 Inspection of Buildings, Part 1: Pre-purchase Inspections – Residential Buildings. Should you wish, this Australian Standard is available for purchase by contacting Standards Australia or at the associated Standards Australia website.
- In accordance with AS 4349.1, the scope of the pre-purchase building 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 the inspection.
- In accordance with AS 4349.1, a major defect is defined as 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. A minor defect is a defect other than a major defect.
- The areas of inspection (where applicable) include the residential property within 30 metres of the building and within the boundary/ fencing, the sub-floor space, the exterior of the building, the roof exterior, the interior of the building and the roof space. It is the responsibility of the client to ensure that these areas and utilities within these areas are accessible and operating for the purpose of the inspection. The building elements to be inspected in these areas will be undertaken in accordance with Appendix C of AS 4349.1.
- The inspection will be undertaken in the areas where it is safe to do so and where there is reasonable access. This will be determined based on the conditions encountered at the time of the inspection. Roofs are not externally traversed, in accordance with AS 4349.3, the roofing (where possible) will be inspected from a 3.6 metre ladder. The table below details the minimum dimensions described the Australian Standard AS 4349 for reasonable access.

TABLE 1.1
REASONABLE ACCESS AS DEFINED BY AS 4349

Area	Access Hole	Crawl Space	Height
Roof interior	450 x 400	600 x 600	Accessible from a 2.1m stepladder or 3.6m ladder placed against a wall
Subfloor	500 x 400	Vertical clearance Timber floor: 400* Concrete floor: 500	
Roof exterior			Accessible from a 3.6m ladder

*Clearance to underside of bearer, joist or other obstruction

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- Reasonable access does not include the use of destructive or invasive inspection methods such as (but not limited to) the cutting of access holes; the removal of fastenings or sealants to access covers, digging, gouging or similar. Nor does it include moving of fixings, debris, stored goods/ equipment, furnishings or similar.
- In accordance with AS 4349.1, the inspection will not extend to areas where access is denied or deliberately concealed. The report will identify any area or item within the scope of the inspection that was not inspected and the factor that prevented inspection.
- In accordance with Appendix B of AS 4349.1, only the interior and immediate exterior of strata title or similar multi-unit properties are inspected. This excludes common areas and review of Owners Corporation or similar records. It is advised that the client obtain an inspection of common areas and a review of the Owners Corporation or similar records prior to deciding on the purchase of the property.
- This inspection agreement, at our discretion, may not extend to buildings that we determine to be excessively oversized and beyond the prototypical range of residential construction proportions or if the building is obviously in extremely poor condition and contains an extensive amount of defects and/ or safety hazards. Inspection bookings of this size or nature may be subject to additional terms and cost before the inspection will be undertaken. As a guide total building(s) floor area exceeding 400 metres squared is considered to be beyond the prototypical range of residential constructions.
- In accordance with AS 4349.1, the inspection will not cover items listed in the Appendix D (exclusion) section of the Australian Standard. However, if in the course of the inspection, defects of excluded items (incidentally) become apparent, they too may be included or commented on in the building report. It is advised that (where required) a suitably qualified person be engaged for assessment of these items. They include (but are not limited to) the detection of timber pest activity; detection of allergens such as (but not limited to) Mould (Mildew); hydraulic, electrical and mechanical services; geotechnical and structural assessment; swimming pools and fire places; fire-safety compliance; asbestos detection; electrical appliances and whitegoods etc.
- The inspection will comprise a 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. It is not guaranteed that structural damage does not exist or may not occur in the future. Should the report identify serviceability or structural cracking and deflection in the building element it is recommended that an appropriately qualified structural consultant/ engineer be engaged to determine the cause of the problem, the effect on the structure, and whether rectifications are required.

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- The report cannot include and accepts no responsibility for defects that are not present at the time of inspection. These defects may only become apparent in, or as a result of (but not limited to) differing and sustained inclement weather. For example (but not limited to): moisture penetrations from ongoing rain and wind that are not present at the time of the inspection.
- In accordance with AS 4349.1, 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.
- In accordance with AS 4349.1, the purpose of the pre-purchase building inspection is to provide advice to a prospective purchaser or other interested party regarding the condition of the property at the time of inspection only. Therefore the building report should not be confused with, and is not a certificate of compliance. It does not identify unauthorised or non-compliant building works. Nor does it identify boundary encroachments or limitations of the property such as easements, covenants, buildings lines, set backs, zoning, and other similar restrictions imposed by Statutory Authorities. Nor is it a warranty against problems developing with the building in the future or a statement of valuation (or valuation estimate).
- In accordance with AS 4349.1, “the report shall describe the overall extent of minor defects” it is not intended to point out every minor item. It is expected that minor items are detectable by lay persons and not requiring of micro-consultation from a professional.
- In accordance with copyright law the client agrees that the report will not be sold or provided to any third party without our express written permission to do so. We will not be liable for any loss, damage, cost or expense, whatsoever, incurred by any third party in connection, directly or indirectly, with the use of the inspection report. You release us from any and all claims, actions, proceedings, judgements, damages, losses, interest, cost and expenses of any nature, which may be incurred by, brought, made or recovered, arising directly or indirectly from any unauthorised provision or sale of the report by the client to any third party without our express written permission.
- At our discretion we may sell or provide the report to other persons, although there is no obligation for us to do so.
- The client agrees that should they have queries or difficulty in understanding anything contained within the report then they will contact power building group Pty Ltd to clarify these matters.

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- If in the event of any controversy or issues arising from or relating to the inspection and report, it is agreed that either party must give written notice of the issues to the other party. If these issues are not resolved within ten (10) days from the service of the notice, the issues will then be forwarded onto and settled by arbitration in accordance with the rules of the Institute of Arbitration Australia. All judgements from the arbitration process shall be binding upon both parties.

Pre-purchase Timber Pest Inspection

- The pre-purchase timber pest inspection is undertaken in accordance with Australian Standard AS 4349.3 Inspection of Buildings, Part 3: Timber Pest Inspection. Should you wish, this Australian Standard is available for purchase by contacting Standards Australia or at the associated Standards Australia website.
- In accordance with AS 4349.3, the purpose of the timber pest inspection is to (where possible) identify and assess evidence of timber pests, severity of damage caused by timber pests, susceptibility of the building to infestation by timber pests, remedial and protective measures required and further investigations required.
- In accordance with AS 4349.3, timber pests are defined as subterranean and dampwood termites, borers of seasoned timber and wood decay fungi
- The areas of inspection (where applicable) include the residential property within 30 metres of the main building and within the boundary/ fencing, the sub-floor space, the exterior of the building(s), the interior of the building(s) (excluding furniture and stored items) and the roof space. It is the responsibility of the client to ensure that these areas and utilities within these areas are accessible and operating for the purpose of the inspection.
- The inspection will be undertaken in the areas where it is safe to do so and where there is reasonable access. This will be determined based on the conditions encountered at the time of the inspection. Roofs are not externally traversed, in accordance with AS 4349.3, the roofing (where possible) will be inspected from a 3.6 metre ladder. Please see table 1.1 appearing on page 2 of this agreement which shows the minimum dimensions described in the Australian Standard AS 4349 for reasonable access.
- Reasonable access does not include the use of destructive or invasive inspection methods such as (but not limited to) the cutting of access holes; the removal of fastenings or sealants to access covers, digging, gouging or similar. Nor does it include moving of fixings, debris, stored goods/ equipment, furnishings or similar.
- In accordance with AS 4349.3, the inspection will not extend to areas where access is denied or deliberately concealed. The report will identify any area or item within the scope of the inspection that was not inspected and the factor that prevented inspection.

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- In accordance with AS 4349.3, only the interior and immediate exterior of strata title or similar multi-unit properties are inspected. This excludes common areas and review of Owners Corporation or similar records. It is advised that the client obtain an inspection of common areas and a review of the Owners Corporation or similar records prior to deciding on the purchase of the property.
- This inspection agreement, at our discretion, may not extend to buildings that we determine to be excessively oversized and beyond the prototypical range of residential construction proportions or if the building is obviously in extremely poor condition and contains an extensive amount of defects and/ or safety hazards. Inspection bookings of this size or nature may be subject to additional terms and cost before the inspection will be undertaken. As a guide total building(s) floor area exceeding 400 metres squared is considered to be beyond the prototypical range of residential constructions.
- The report cannot include and accepts no responsibility for items that are not present at the time of inspection. These items may only become apparent in, or as a result of (but not limited to) inclement or differing weather. For example (but not limited to): moisture penetrations caused by rain and wind or subsequent fungal growth that are not present at the time of the inspection. Nor does the inspection extend to non-subterranean/ dampwood “Kalotermitidae” species and non-wood decay fungi such as Mould (Mildew).
- In accordance with AS 4349.3, the inspection will comprise a visual assessment of accessible areas of the property. The inspector cannot, for example (but not limited to) see inside enclosed walls, flat/ skillion roofing, eaves, between floors, below the ground, behind fixings or fixed items/ obstructions etc. Nothing contained within the report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property were not, or have not been infested by timber pests. Accordingly, the report will not guarantee that an infestation and/ or damage does not exist in any inaccessible or partly inaccessible area(s) or section(s) of the property. Nor is it a guarantee that a future infestation of timber pests will not occur or be found.
- In accordance with copyright law the client agrees that the report will not be sold or provided to any third party without our express written permission to do so. We will not be liable for any loss, damage, cost or expense, whatsoever, incurred by any third party in connection, directly or indirectly, with the use of the inspection report. You release us from any and all claims, actions, proceedings, judgements, damages, losses, interest, cost and expenses of any nature, which may be incurred by, brought, made or recovered, arising directly or indirectly from any unauthorised provision or sale of the report by the client to any third party without our express written permission.
- At our discretion we may sell or provide the report to other persons, although there is no obligation for us to do so.

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- If in the event of any controversy or issues arising from or relating to the inspection and report, it is agreed that either party must give written notice of the issues to the other party. If these issues are not resolved within ten (10) days from the service of the notice, the issues will then be forwarded onto and settled by arbitration in accordance with the rules of the Institute of Arbitration Australia. All judgements from the arbitration process shall be binding upon both parties.
- **Cancellations** within a 24hr period of an inspection are payable in full and are **non-refundable**