



# Presale Building & Timber Pest Inspection Agreement

Residential Reports will carry out the inspection and report as ordered by you in accordance with this agreement and you agree to pay for this service on delivery of the report.

## BUILDING INSPECTION

1. The Scope & Limitations of the Building & Pest Inspection is carefully outlined in the same web link that you have opened this document from, it is imperative that you have read the Scope & Limitations which provide key definitions and give you clear direction on our approach to inspecting the property.
2. Our report should be used as a roadmap for an intending purchaser and should not take the place of you inspecting the property and conducting your own due diligence. Some matters are subjective and you should ensure you have satisfied yourself about the condition of the building you are buying and that you have realistic expectations based on factors such as presentation, previous maintenance and age of construction.

## TIMBER PEST INSPECTION

3. In the case of Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection is to provide advice about the condition of the property concerning timber pest activity as outlined in the Scope of this Agreement.
4. Termite Inspections are carried out in accord with AS 3660.2-2000 Termite management Part 2: In and around existing buildings and structures.
5. A copy Australian Standards can be sourced online by searching the relevant standard number.
6. Pre-purchase Inspections should be carried out to Australian Standard AS 4349.3- 2010 Inspection of Buildings Part 3: Timber Pest Inspections which includes inspection for Termites, Borers and Fungal Decay. Termite only inspections are to Australian Standard AS 3660.2-2000 and are NOT recommended for pre-purchase inspections.
7. All inspections will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (see definitions below) is both available and permitted on the date and time of Inspection.
8. The inspector may use tools 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 void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to assess moisture levels in walls that back onto wet areas. 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.

9. The inspection WILL NOT involve any invasive methods 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 items.
10. The inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods, 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. 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. 9. If the property to be inspected is occupied then 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. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out 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.

## SCOPE OF THE TIMBER PEST INSPECTION & REPORT

1. In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.3- 2010 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 dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.
2. In the case of all Termite Inspections in accord with 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 dampwood termites (white ants) present on the date and time of the Inspection. Borers of seasoned timber will not be reported on. Wood decay fungi (rot) will not be reported on but may be reported as a conducive condition for termite activity.
3. In all cases the Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus* Linnaeus) will be excluded from the Inspection. 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.
4. The inspection will report any evidence of a termite treatment that is identified. 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. 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 paperwork issued.

## MOULD

1. Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

## LIMITATIONS

1. The Report will not guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. Nor can it guarantee that future infestation of Timber Pests will not occur or be found.

2. If the property to be inspected is occupied then You must understand that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed.

## DETERMINING EXTENT OF PEST DAMAGE

1. The Report will not and cannot state the extent of any timber pest damage. 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 some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and You should arrange for a qualified person such as a Builder or Engineer to carry out a structural inspection to determine the full extent of the damage and the extent of repairs that may be required.
2. 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, eg inaccessible areas of the subfloor. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal concealed timber. 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.

## COMPLAINTS PROCEDURE

1. In the event of any dispute arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible your concerns in writing. You must allow the Company (which includes persons nominated by Us) to visit the property within twenty eight (28) days of your notification and give Us full access in order that We may comprehensively investigate the issues. You will be provided with a written response within twenty eight days of the date of the inspection. In the event You do not comply with the above Complaints Procedure and commence any action 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.

## DISCLAIMER OF LIABILITY

1. No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(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 any area(s) or section(s) so specified by the Report).

## THIRD PARTIES

1. Compensation will only be payable for 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. 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 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.

**Note:** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part

of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

## 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 Timber Pest Inspection or a Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the inspection.

**Access hole** - a hole in the structure allowing entry to an area.

**Active** - live timber pests were sighted during the inspection.

**High moisture readings** - a reading on a moisture meter that is higher than normal for other parts of the structure. High readings should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

**Inactive** - no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

**NOTE:** *Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.*

**Property** - the structures, gardens, trees, fences etc up to thirty (30) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside the thirty (30) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

**Reasonable Access** - only areas to which reasonable access is available are inspected. The Australian Standard AS 3660 refers to AS 4349.3-2010 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

**Roof Void** - dimensions of the access hole should be at least 500mm x 400mm, and, reachable by 3.6 M ladder with at least 600mm x 600mm of space to crawl;

**Roof Exterior** - must be accessible by a 3.6M ladder

**Subfloor** - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

***The inspector shall determine whether sufficient space is available to allow safe access to confined areas.***

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.

**Report** - the report issued to You by Us following Our inspection of the property.

**Termites** - subterranean and dampwood termites (white ants) and does not include Dry wood termites.

## UNDERSTANDING

1. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to Your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents.
2. You agree that in approving 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.

3. If You fail to approve this agreement 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:** Variations to the inspection requested by You may incur additional expense in regard to the cost of the inspection.