



## **"PRE-PURCHASE PROPERTY REPORT IN ACCORDANCE WITH APPENDIX C"**

### **Applicant:**

As instructed, I have carried out an inspection of a two storey, six bedroom painted block / timber clad house in .....

The purpose of the inspection was to provide relevant information on specific aspects of the subject property so that an informed assessment of the property can be made **prior to purchase**. The following report is a concise precis of my **visual inspection** as set out in the "Building Inspection Agreement" for which I was contracted.

### **1.0 BUILDING DESCRIPTION**

<b>1.1</b>	<i>Construction...</i>	<i>PAINTED BLOCK / TIMBER CLAD</i>
<b>1.2</b>	<i>Number of Storeys...</i>	<i>TWO</i>
<b>1.3</b>	<i>Floor...</i>	<i>TIMBER / CARPETED / VINYL CARPETED / TILED</i>
<b>1.4</b>	<i>Roof...</i>	<i>COLORBOND</i>
<b>1.5</b>	<i>Aspect of Driveway</i>	<i>NORTH-EAST FACING .....</i>
<b>1.6</b>	<i>Slope of land...</i>	<i>BACK TO FRONT</i>
<b>1.7</b>	<i>Landforms</i>	<i>Six Bedroom House, Double Carport, Concrete Strip Access Driveway, Pool and Established Lawns. There were no other substantial structures on site.</i>

The age of the building could not be ascertained at the time of the inspection so I would suggest that you try and obtain this information from local council or your real estate agent.

The dwelling consisted of a double carport, six bedrooms, a separate toilet, three bathrooms (one being an ensuite), two lounge and dining areas, two kitchens, a laundry and an outside entertaining area. The house was constructed of a combination of painted block and timber clad walls externally and internally they were either fibro cement sheeted or timber lined and timber framed. There was a cornice to the fibro cement sheeted ceilings and timber trim skirting boards to the floors which were a combination of tiled, carpeted, vinyl carpeted and timber throughout. The windows and doors were both timber and aluminium framed and they were either security screened or unscreened. The property had a Colorbond roof, fascias, gutters and PVC down pipes. The down pipes drained to the road side.

### **Areas Inspected**

Each room has been inspected together with the roof frame (which was accessed from the manhole in the fourth bedroom and kitchen pantry), the roof cladding, the building exterior and surrounds and it appeared that the building was in fair condition but in need of some remedial work as highlighted in the main body of this report.

### **Areas Not Inspected**

As agreed in the signed "Building Inspection Agreement".

### **Areas In Which Visual Inspection Was Obstructed**

**FURNISHED PROPERTIES OBVIOUSLY CONCEAL SECTIONS OF THE INTERNAL WALLS AND FLOORS OF THE PROPERTY. AS SUCH, SOME DEFECTS MAY NOT BE VISIBLE TO THE PROPERTY AT THE TIME OF THE BUILDING INSPECTION SO IT IS IMPERATIVE THAT YOU FULLY INSPECT THE PROPERTY AT THE TIME OF HANDOVER TO ENSURE THAT NO SUCH CONCEALED DEFECTS HAVE OCCURRED. SHOULD YOU HAVE ANY CONCERNS THEN THE BUILDING INSPECTOR SHOULD BE CONTACTED IMMEDIATELY SO THAT A REINSPECTION OF THE AREAS OF CONCERN CAN BE CONDUCTED AS SOON AS IS PRACTICABLE.**

### **Areas Requiring A More Invasive Inspection**

None.

The advice is limited to the reporting of the condition of the Building Elements in accordance with Appendix C – AS4349.1-2007.

**The Scope of the Inspection:** The inspection comprised a 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. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report.

**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.

### **Other Inspections and Reports Required:**

**It is strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property, so that the purchaser can be well equipped to make an informed decision. These Inspections and Reports fall outside the guidelines for a Standard Property Report as specified in specified in AS4349.1-2007 and are excluded from this Report:**

Timber Pest Inspection	Electrical Inspection	Plumbing Inspection
Asbestos Inspection	Mechanical Services	Drainage Inspection
Mould Inspection	Appliances Inspection	Air Conditioning Inspection
Alarm/Intercom/Data Systems	Structural (Engineer)	Geotechnical Inspection
Durability of Exposed Surfaces	Hydraulics Inspection	Swimming Pool Inspection
Council Plan Inspection	Hazards Inspection	Fire/Chimney Inspection
Estimating Report	Garage Door Mechanical	Gas Fitting Inspection

### **Important Advice: -**

*Note:* In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

**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 Geotechnical Inspection can determine the foundation material and advice on the best course of action with regards to the trees.

**The septic tanks (If applicable):** Should be inspected by a licensed plumber. IT IS YOUR RESPONSIBILITY TO ENQUIRE WHETHER THE DWELLING IS SERVICED BY TOWN SEWERAGE OR ON A SEPTIC TANK AND TO MAKE ENQUIRES ON WHETHER THE TANK HAS BEEN FULLY SERVICED AND THE COSTS INVOLVED IN MAINTAINING IT.

**Swimming Pools:** Inground Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in fines for noncompliance under the legislation.

**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 the storm water pipes by a licensed plumber/drainier.

**Roof Void Inspections (If applicable):** Where roof cavities have been insulated, either below the roofing iron or directly above the ceiling battens, certain limitations exist. "The inspection of the bottom / top cords of the trusses, the ceiling joists / rafters, wall top plates and ceiling elements are obstructed by the insulation and no inspection or report can be made of these areas. A full inspection of the roof void can only be carried out if the insulation is removed and safe access provided for the inspector. Please note that since a complete inspection of these areas is not possible, defects and / or other damage may exist in these areas."

**Reported Defects:** Please be aware that all defects reported may deteriorate or cause further defects or become safety hazards if not attended to by a qualified, licensed and insured tradesman.

**Steps:** Buildings where step treads fail to have a slip-resistant finish or suitable non-skid strip near the edge of the nosings could potentially become a slipping hazard. Also, any flight of stairs that has three or more risers and does not have a handrail is considered a safety hazard. Extreme caution should be exercised when attempting to use such stairs.

**Insulation:** Where foil or incorrectly installed insulation is present inside a roof cavity a possible fire hazard may exist. It is strongly recommended that an inspection of the roof cavity / wiring be carried out by an insured, licensed electrician as soon as possible.

**External timber structures:** You are advised to have the deck(s) inspected by a qualified structural engineer annually to ensure that its condition has not deteriorated and care should be taken not to overload the external structure.

**Windows:** Elevated openable windows, which are common in older Queenslander style houses and units, should be protected to prevent falls. Generally, for bedroom windows with a 2 metre or more drop to the surface beneath and where the window opening is less than 1.7 metres above the floor, window protection is required. This maybe in the form of a device to restrict the window opening or a screen with secure fittings. The device or screen must not permit a 125mm sphere to pass through the opening; resist a 250 Newton outward horizontal action (approximately a 25.5kg force); and have a child resistant mechanism if the screen or device can be unlocked or removed.

Where a child resistant release mechanism is used, or there is a 4 metre or more drop to the surface below, a barrier is required. Similarly to the balustrade requirements, a 125 millimetre sphere cannot pass through the barrier and no horizontal climbable elements are permitted between 150 and 760 millimetres from the floor.

**Smoke Detectors / Alarms:-** As from the 1st January 2017 a new legislation specifies that all Queensland dwellings will be required to have interconnected photoelectric smoke alarms in all bedrooms, in hallways that connect bedrooms with the rest of the dwelling and on every level. A 10-year phased rollout will happen over three specific periods:

- From 1st January 2017: in all new dwellings and substantially renovated dwellings
- From 1st January 2022: in all domestic dwellings leased and sold
- From 1st January 2027: in all other domestic dwellings

For more information: [visit the Queensland Fire and Emergency Services' website.](#)

***DUE TO NEW LAWS IN THE TENANCY ACT, PHOTOGRAPHS OF TENANTS PERSONAL BELONGINGS ARE PROHIBITED. AS A RESULT OF THIS, THE PHOTOGRAPHS SUPPLIED IN THIS REPORT ARE PURELY OF DEFECTED AREAS REQUIRING RECTIFICATION AND NOT DEFECTS SHOWING THE GENERAL LAYOUT OF THE PROPERTY.***

***PLEASE NOTE THAT NOT ALL THE KEYS TO THE DOORS WERE SUPPLIED AT THE TIME OF THE INSPECTION SO PLEASE ENSURE THAT THEY ARE MADE AVAILABLE PRIOR TO SETTLEMENT.***

***ALL BUILDINGS WHICH HAVE BEEN LIVED IN ARE LIKELY TO HAVE MINOR DEFECTS WHICH WILL BE CLASSED AS FAIR WEAR AND TEAR. IF YOU ARE REQUESTING THE VENDOR TO RECTIFY DEFECTS THEN YOU SHOULD BE FAIR AND REASONABLE IN YOUR REQUESTS, THAT THE DEFECTS ARE NOT TO BE EXPECTED IN A BUILDING OF THAT AGE AND DESIGN AND NOT CONSIDERED FAIR WEAR AND TEAR.***



## NORTHERN BUILDING INSPECTION CONSULTANTS

### 2.0 SUMMARY OF INSPECTION FINDINGS AND GENERAL OBSERVATIONS

- (a) Up on the roof of the property the roofing iron and ridge caps were securely screwed down and the joins to the ridge caps pop riveted and sealed. The flashings to both the valleys and gables were in good condition but the gutters had foliage in them so they should be cleared to allow maximum water flow from the roof area and to prevent them from rusting out prematurely. I would also suggest that the tree branches overhanging the roof area are cut back to reduce the chances of this re-occurring. The rubber boots for the toilet vents were well sealed, as were the roof ventilators so no other obvious faults were noted here.



- (b) The double carport had unpainted concrete slab floor which was in good condition with the exception of the obvious stains and surface cracks to it. It sloped towards the access driveway so should drain adequately. The unlined ceiling had a single fluro light which operated well and the upper level floor here was supported by a combination of concrete pillars and steel posts supporting both steel and timber bearers and timber joists which were securely fastened to each other and in good condition for the most part their age. The ends of the two bearers in the front left hand corner of the carport had suffered fungal decay to the extent that they were no longer structurally sound so the services of an insured, registered builder should be employed to quote on the remedial work required to ensure that they become so.



Bearers decayed here

- (c) There was also a rusting steel bearer in the double carport, as shown below, which would also benefit from being rust converted and painted to prolong its life. No other obvious faults were noted here.



Bearer rusting here



- (d) Stains were noted to the underside of the upper level floor in the storage room behind the carport which suggests a previous water leak in the upstairs kitchen. No excessive moisture was noted here at the time of the inspection which would suggest that the leak has previously been fixed but the base of the legs for the timber shelf were stained which also suggests water ingress to this area. I am unsure whether this is as a result of water blowing through the breeze blocks or from water seeping through the block work so you will need to be careful on what is stored in this room until you can ascertain whether it floods or not.



Water stains noted here



- (e) Looking down the left hand side of the house, from the road side, the landscaping sloped from back to front towards the road so drainage should be adequate for the most part. However, significant fungal decay was noted to the frames to the louvered windows so their frames will need to be replaced.



- (f) The putty for the timber casement windows had cracked and broken away in many areas and the window closers were starting to rust out as shown below. The windows are in need of some refurbishment work to be carried out on them so you should engage the services of an insured, registered tradesman to quote on this work for budgeting purposes.



- (g) The gap down the left hand side of the staircase will need to be filled to prevent a child slipping through it. The cut engaged pier should pose no problems as it did not appear to be load bearing.



- (h) A couple of the fence posts down the left hand side of the block had been partially destroyed by previous termite activity so they will no doubt need replacing at some point in time.





- (i) The concrete walkway at the back of the house was installed at the same finished height as the internal flooring of the downstairs living area which increases the chances of water ingress between the slab edge and first course of block work. This will be commented on in greater detail later in this report.



- (j) The pool was located down the right hand side of the block and it was surrounded by the timber boundary fences and the external walls of the house which did not comply with local council pool fence regulations as the pool area could be accessed directly from the inside living area of the lower level of the house. I suggest that you obtain a quotation for making the pool fence compliant for budgeting purposes.





- (k) The roots for the fig tree behind the pool were migrating both towards the house and the pool which is not ideal as they drastically increase the chances of the slab for the house and the pool shell cracking. I would suggest that the tree and its root system be removed as soon as is practical so you should obtain a quotation for this work for budgeting purposes.



- (l) Although channel drains had been installed across the opening for the outside entertaining area I would suggest that the drainage here is inadequate as the door jams were both rusting out and suffering from fungal decay which suggests that water pools in this area. When the fig tree and its roots are removed I would suggest that you re-shape / re-level the landscaping down the right hand side of the house so that all excess water from this area drains down the right hand side of the house and to the road side. Please budget for this work accordingly.



- (m) Water staining and excessive moisture was noted to the underside of the floor boards / the joist beneath the upstairs bathroom above the undercover area so the services of a professional water proofing company / plumber should be engaged to investigate this further and quote of the remedial work required to make it water tight.



- (n) Only one of the two fluoro lights for the lower outside entertaining area were working at the time of the inspection (one needed a new starter) but the fan operated well so no other obvious faults were noted here.
- (o) A hole was cut in the external block wall of the storage room which again suggests that it floods.



- (p) The staircase leading to the upper level of the house from the pool area appeared to be in good condition but the storm water pipe here appeared to be blocked which should be investigated further by an insured registered plumber.





- (q) The downstairs lounge and dining area had four lights and seven fans which all operated well. However, dry wood termite damage was noted to a section of the underside of the upper level flooring here which I would suggest will need to be replaced so please budget for this work accordingly. Also, excessive moisture was noted on the inside of the external walls which suggests that water is being drawn through the block work in a capillary action so the services of a professional water proofing company should be engaged to investigate this further and quote on the remedial work required to make the lower level of the dwelling completely water tight. The sub structure for the remainder of the upper level floor here appeared to be in good condition so no other obvious faults were noted here.



- (r) The downstairs kitchen had laminated bench tops with laminated doors and draws beneath which were in good condition for their age. It had a double stainless steel sink with conventional taps which had ample water pressure, there was good sealant to the splash back tiles and no signs of water leaks were noted beneath the sink. Only three of the four burners for the electric cook top were working at the time of the inspection but the windows and doors facing the side of the property closed and latched into place. The lights and fan were in good working order so no other obvious faults were noted here.



- (s) The first bedroom faced the back of the property and it had single light and a fan which both operated well. The windows facing the side and back of the property closed and latched into place but once again excessive moisture and blistered paint was noted on the inside of the external walls which suggests that water is being drawn through the block work in a capillary action. As stated earlier the services of a professional water proofing company should be engaged to investigate this further and quote on the remedial work required to make the lower level of the dwelling completely water tight. Also, there were two cracks in the internal block walls here which have most likely been caused by some movement to the property at some point in time (which is common to see in domestic construction where no expansion joints are used). They are unlikely to increase in size much further but if you are at all concerned about them please seek further advice from a qualified, practising structural engineer. No other obvious faults were noted here.



- (t) The second bedroom had a single light, a fan and a wall unit air conditioner which all operated well and again the windows facing the back of the property closed and latched into place. Excessive moisture and blistered paint were noted on the inside of the external walls which confirms the need for the lower level of the dwelling needing to be re-water proofed.





- (u) The downstairs bathroom had a single sink vanity unit with laminated doors and draws beneath which were in poor condition with obvious moisture swelling and delamination noted to various sections of the unit (realistically it needs replacing). There was ample water pressure to the fixtures, good sealant to the splash back tiles and no signs of leaks were noted beneath the sink. The shower had ample water pressure to its fixtures and the toilet was secure, flushed and did not leak. However, the base of the door jamb leading to the outside entertaining area was rusting out and the door to access the kitchen area would not close which again suggests a drainage / flooding problem here.



- (v) The flooring to the upper level of the property was uneven in many locations which is not surprising given the fact that the house has been relocated at some point in time. The visible flooring appeared to be in good condition but obviously the condition of the floor boards beneath the carpeted areas cannot be ascertained unless the carpet is lifted.
- (w) The kitchen had granite bench tops with laminated doors and draws beneath which were in just fair condition for their age with obvious gaps between the joins of the bench top where the floor level has dropped at some point in time. The kitchen had a one and a half stainless steel sink with flick mixer which had ample water pressure and no signs of water leaks were noted beneath the sink. The four burner gas cook top could not be tested due to the lack of ignition source (the burners were clearly rusting out though) but the oven beneath operated well and the windows facing the back of the property closed and latched into place. They were however extremely difficult to move confirming the need for their refurbishment. The lights and fans were in good working order, as was the light in the pantry which had secure shelving so no other obvious faults were noted here.



- (x) The first dining area was located next to the kitchen in an open plan style and it had two lights and a fan which all operate well. No obvious faults were noted here.



- (y) The laundry had a single plastic laundry tub which had ample water pressure to its conventional taps and no signs of leaks were noted beneath the tub. The light operated well but no floor waste was visible here so I am unsure where excess water would drain to in the event of a flood. No other obvious faults were noted here.



- (z) The hot water cistern was also located here which was a 315 litre vessel manufactured in 1990. It was sitting on a timber crate and the overflow pipe was plumbed so that it drained externally of the building. The unit appeared to be in good condition for its age but as with any electrical item it will obviously have a finite life before needing replacement.

- (aa) The separate toilet was secure, flushed and did not leak but the windows facing the side of the property were seized shut. As stated earlier, their frame was decayed so they will need replacing anyway. Also, the skirting tiles were popping off the wall here which will also need replacing.



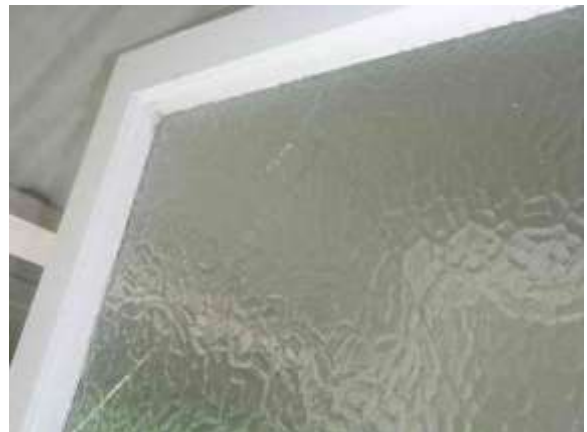


- (bb) The bathroom had a single sink vanity unit with laminated doors and draws beneath which were in poor condition with obvious moisture swelling and delamination noted to various sections of the unit. There was ample water pressure to the fixtures, good sealant to the splash back tiles and no signs of leaks were noted beneath it. The bath with shower above had ample water pressure to their fixtures and both units were well sealed with no leaks noted to either one. The light operated well but once again the skirting tiles were popping off the wall which will need replacing. No floor waste was visible here so I am unsure where excess water would drain to in the event of a flood but no other obvious faults were noted here.



Tiles popping off wall

- (cc) With the exception of the two cracked panes of glass in the lounge areas, no other obvious faults were noted here.



(dd) The central hallway had two lights and a smoke detector which all operated well.



(ee) The formal dining area had five lights and two fans which all operated well. No obvious faults were noted here.



- (ff) The third bedroom had a single light and a fan which both operated well and the walk in robe here had secure shelving with hanging space beneath so no obvious faults were noted here.



- (gg) The ensuite had a single sink vanity unit which had ample water pressure to its fixtures, there was good sealant to the splash back tiles and no signs of leaks were noted beneath the sink. The toilet was secure, flushed and did not leak and the corner shower had ample water pressure but as stated earlier it was leaking to the sub structure beneath which will need to be investigated further by an insured, registered plumber. Both the light and extractor fan were in good working order (the extractor fan was noisy though) so no other obvious faults were noted here.





- (hh) The fourth bedroom had two lights and a fan which all operated well so no obvious faults were noted here.



- (ii) The fifth bedroom had a single light and a fan which both operated well so no obvious faults were noted here either.



- (jj) The sixth bedroom had a single light and a fan which both operated well so no obvious faults were noted here.



- (kk) Apart from the cracked pane of glass in the office area needing to be replaced, no other obvious faults were noted here.



- (II) Up in the roof cavity the roof framing was an old style rafter design with only partial sarking noted to the underside of the iron but insulation batts were placed inside the cavity. The cyclone tie downs did not appear to have been upgraded when the roofing iron was replaced which should have occurred so please obtain a quotation for this work for budgeting purposes. There were no obvious signs of water penetration to the cavity so no other obvious faults were noted here.



**“This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary”.**

**Summary:** The building appeared to be well constructed as a whole but it has lacked some general maintenance in recent years and has suffered in areas as a result of this. The faults highlighted in this report indicate the only areas of concern and visible faults at the time of the inspection. Whilst every endeavour has been made to highlight areas of concern and faults noted, as stated in the “Building Inspection Agreement” damaging the property for further investigation is not permissible and as such the integrity of the property for non-accessible areas cannot be verified. Once the faults highlighted in this report have been rectified the property should provide a good standard of accommodation for many years to come, providing ongoing maintenance is carried out. For an appraisal of pest and termite activity the advice of the pest inspector should be seriously considered. For a plumbing and electrical appraisal, qualified tradesmen should be consulted if in doubt.

### **CONTACT THE INSPECTOR**

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by:

**Simon Wonnacott**

**Insurance Accreditation Number: AUS-20-7012**

***Dated this <sup>th</sup> Day of***

Enclosures – Disclaimers  
– Definitions  
– Warranty



1. **LIFE OF THE REPORT:** - This report should not be relied upon if the contract for sale becomes binding more than thirty days after the initial inspection. A re-inspection after this time is essential.
2. **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).
3. **"DISCLAIMER OF LIABILITY TO THIRD PARTIES:** - 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, it 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.

4. **ASBESTOS DISCLAIMER:** "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted at present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert."
5. **MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non-wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from 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.
6. **MAGNESITE FLOORING DISCLAIMER:** No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and / or seek advice from a Structural Engineer.

7. **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.
8. **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 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) days 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 dull 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.

9. **ESTIMATING DISCLAIMER:** Any estimates provided in this 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 calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates throughout this report.

10. **CONDITIONS:-** This standard property report is conditional upon or conditional in relation to:-
- The assessment of any apparent defect including rising damp and leaks, the detection of which may be subject to prevailing weather conditions;
  - Information provided by the person, the employees or agents of the person requesting the report
  - The specific areas of 'expertise' of the consultant specified in the report;
  - Apparent concealment of possible defects; or
  - Any other factor limiting the preparation of the report.
- This 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. This 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.
  - THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID 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, other areas that are concealed or obstructed. The inspector DID 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.
  - This 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 work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.
  - Accordingly, this 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. **(NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.**

The definitions of the Terms (Good), (Fair) and (Poor) below apply to DEFECTS associated with individual items or specific areas:

### **Terminology:**

- a. **Damage:** The building material or item has deteriorated or is not fit for its designed purpose.
- b. **Distortion, Warping, Twisting:** The Item has moved out of shape or moved from its position.
- c. **Water Penetration, Dampness:** Moisture has gained access to unplanned and / or unacceptable areas.
- d. **Material Deterioration:** The Item is subject to one or more of the following defects: rusting, rotting, corrosion, decay.
- e. **Operational:** The Item or part does not function as expected.
- f. **Installation:** The installation or an item is unacceptable, has failed or is absent

### **Definitions:**

- a. **Good:** The item or area inspected appeared to be in Serviceable and /or Sound Condition without any significant visible defects at the time of the inspection.
- b. **Fair:** The item or area inspected shows minor defects, minor damage or wear and tear and many require repairs or maintenance.
- c. **Poor:** The item or area inspected requires significant repairs or replacements and maybe in a badly neglected state due to a lack of maintenance or deterioration or not finished to an acceptable standard or workmanship.





## WARRANTY CLAUSE

*Except as expressly provided to the contrary in this agreement all terms, warranties or representations whether express, implied, statutory or otherwise relating in any way to our consultancy services or to this agreement are excluded. Without limiting the generality of the preceding sentence, we will not be under any liability to the customer in respect of any loss or damage however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on our part to comply with our obligations under this agreement.*

*Where any act of parliament applies in this agreement, any terms, conditions or warranties prohibits the exclusion, restriction or modification or certain terms, conditions and warranties then our liability for any breach of such term, condition or warranty will be limited, at our option, to:-*

(a) *The supplying of the services again.*

*This report should not be considered to include comments relating to the practice of a registered pest controller.*

*The report is based on the results of a visual inspection and we cannot comment therefore on aspects, faults or otherwise which are below ground level, covered up in any way or which are not apparent at the time of the inspection or which might otherwise be termed latent defects. It is expressly agreed that we are not responsible for any loss or damage which may arise in connection with the Body Corporate and Community Management Act 1979.*

*The report is not intended to imply compliance or otherwise with building codes, ordinances or other standards or requirements of the local authority or any other statutory body.*

