



# Detail Building Inspections

## **Timber Pest Inspection Pre Engagement Agreement, AS4349.3**

Dear Client

Thankyou for choosing Detail Building Inspections, we look forward to working with you to provide the highest level of service for your building inspection requirements.

In accordance with AS4349.3, an inspection agreement between the client and inspector shall be entered into prior to the inspection taking place.

The agreement outlines the terms and conditions, scope and limitations of the building inspection and report. Prior to accepting the terms and conditions on our online booking form please read the building inspection pre engagement agreement terms and conditions below, in it's entirety.

If there is any part of the agreement terms and conditions you do not understand, please contact us via telephone or email for clarification prior to accepting.

By completing our online booking form and selecting the agreement "tick box". You acknowledge that you have read, understand and agree to the terms and conditions of the timber pest inspection pre engagement agreement, terms and conditions and authorise Detail Building Inspections to proceed with the inspection and report as requested.



# THE TIMBER PEST INSPECTION AGREEMENT TERMS AND CONDITIONS

## THE AGREEMENT

### Definitions

1. The relevant definitions listed in this Agreement are listed at the end of this Agreement.

### The Client's Acknowledgments

2. The Client acknowledges that:

(a) The Inspector reserves the right to cancel the inspection and only the deposit, if any, will be reimbursed to the Client.

(b) The Inspection Report will be drafted in accordance with and limited to: the purpose; scope; and the minimum requirements as set out in the Australian Standard Inspection of Buildings AS4349.3 2010 (AS Standards). A copy of the appropriate Standard with Appendices may be obtained from Standards Australia at your cost. The Client warrants that they have been given reasonable opportunity to peruse the relevant Australian Standards.

(c) The Inspection Report is also limited by the Restrictions on an Inspection, as well as any rights held by an Inspector to ensure their own safety and/or any other limitations set out in the terms of this Agreement.

(d) It is implicit that the Inspection Report is a subjective visual inspection.

(e) The Client will not rely on the report for valuation purposes or in their final decision to purchase the Property.

(f) The Inspection Report is for the Client's exclusive use and not to be given to a third party without the Inspector's written consent.



**(g)** The Scope of Inspection set out in this Agreement is only indicative as the Inspector is restricted by their ability to access any Area which is subject to all safety considerations. The Client further acknowledges that the Inspector cannot breach the same to carry out an inspection.

**(h)** Some Restrictions on an Inspection are foreseeable while others are only known at the time of inspection.

**(i)** That the Inspector is the only person who can determine, at the time of the inspection, what they are restricted by during an inspection.

**(j)** The Inspector will carry out a visual and non-invasive inspection limited by access and restrictions.

**(k)** The Inspector is not liable for any Area not inspected due to Restrictions on an Inspection.

**(l)** That any claim for loss is limited to the cost of the inspection.

**(m)** That the Client has read all the terms and has not relied on any representations made by the Inspector or anyone else before entering this Agreement.

**(n)** That just because a pest infestation is not visible at the time of inspection does not guarantee that there is no pest infestation affecting the Property.

**(o)** That the Client acknowledges acceptance through performance of this Agreement by way of payment of the agreed Inspector's fee, and confirming that the agreement and terms and conditions have read and understood by the client and / or as such ticking the appropriate check box when ordering on line.

**(p)** The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the acknowledgments above and all the terms of this Agreement.



**(q)** The Client acknowledges that, any recommendations or advice made by the inspector in relation to the inspection at the subject property should be implemented by the Client as a matter of urgency

### **Scope of Inspection**

3. Subject to this entire Agreement, You have requested a Standard Non Invasive, Visual Timber Pest Inspection. If a Non Standard Visual Inspection report is required, you must specify to us what kind of inspection you require in the Special Requirements Text Box below

### **Non-standard Inspections are**

Unless specified in this Agreement the Inspector by the Client, the above inspection shall be conducted as detailed above.

### **Special Pest Detection Report:\***

This report will include the Standard Timber Pest Inspection Report any special requirements:

Client agrees that any Special Requirements to the Timber Pest Inspection are to be submitted in writing to the Inspector / Inspection Firm prior to the commencement of the inspection.

A Subterranean Termite Management Proposal:\* This only compiles the Inspector's observations and comments (pursuant to Australian Standards AS 3660.2) on how to treat any subterranean termite infestation/mitigate any future subterranean termite inspection.

Unless otherwise and implicitly stated in this Agreement the Inspector will produce a Standard Timber Pest Inspection Report. (Visual and Non Invasive)



### **The Standard Non Invasive and Visual Timber Pest Detection Report:\***

This report will only address timber pest activity and determine (by visual and non-invasive assessment of the surface of timber work only) if timber has been damaged by pest activity. The Inspector will make a comparison of the property to a similar property in order to determine whether pest mitigation strategies have been upheld in the construction of the property. This will comment on the likelihood of future pest activity on the property. If there is no similar property to be compared to then the comment of future/likely pest activity will be subject to the Inspector's general knowledge. In relation to Strata common property will not be inspected.

Unless specified in this Agreement the Inspector by the Client, the above inspection shall be conducted as detailed above.

**4.** The Inspector will inspect (subject to the minimum requirements and the Restrictions on an Inspection) the accessible "Area":

- (a)** The Interior of the Property (Excluding furniture and stored items);
- (b)** The Roof Space of the Property;
- (c)** The Exterior of the Property;
- (d)** The Sub-Floor Space of the Property;
- (e)** The Roof Exterior of the Property (subject to height and weather restrictions);
- (f)** The Site within 30m of the Property and within the boundary relevant to the Inspection.

### **Restrictions on an Inspection**

**5.** The Inspector is restricted by certain foreseeable and unforeseeable limitations during an inspection.



**6.** All inspections (whether in accord with AS 4349.3-2010 or AS 3660.2-2000) 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.

**7.** The Inspector's foremost consideration is safety and reasonable access to an Area. Therefore the Inspector is restricted from inspecting any Area: where it is unsafe to do so; obstructed; and/or cannot be accessed.

**8.** The Inspector cannot move any furniture or any other chattel or thing in order to access an Area.

**9.** The Inspector cannot conduct an inspection that is invasive and therefore cannot inspect: the inside of walls; between and under floors and floor coverings; behind any kitchen joinery/cupboards/wardrobes/chattels; inside flat roofing; and/or inside any eaves. This is not an exhaustive list.

**10.** The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.

**11.** The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.

**12.** The Inspector cannot cut access holes or remove screws and bolts (or any other fastenings) to access covers.

**13.** The Inspector cannot inspect an Area if the inspector determines that his access is obstructed.

**14.** The Inspector cannot carry out an inspection for:

- (a)** Any non-structural element;
- (b)** Any part of the Property that cannot be seen or that requires testing;
- (c)** An Area that cannot be safely accessed or is obstructed;
- (d)** Serviceability damp defects;



- (e)** Any common property that maybe under Strata Title or Company Title or any other form of Title unless explicitly stated in another signed Agreement;
- (f)** Asbestos;
- (g)** Magnesite;
- (h)** Mould;
- (i)** Any major and/or minor building defects and/or structural damage;
- (j)** Drywood termites as colonies may be too small to detect by visual assessment;  
and
- (k)** Early stages of borer activity for European House Borer (*Hylotrupes bajulus*) as borer damage may not be apparent of the surface of the timber and cannot be detected by visual assessment.

**15.** The Inspection Report will not provide any timber pest preventative strategies or plans; it will only suggest a plan if implicitly required which is subject to clause 3.

**16.** The Inspector may cease an Inspection or not inspect an Area, upon encountering asbestos, mould, Magnesite or heavy timber damage caused by a pest infestation, which causes the Inspector to have any safety concerns.

**17.** The Visual Inspection Report will be limited to the Extent of Reporting and will therefore only include information in relation to:

- (a)** The Area(s) inspected and/or not inspected with reasons;
- (b)** Option 1 in clause 3 above unless implicitly stated otherwise;
- (c)** Timber pest activity and/or damage;
- (d)** A visual appraisal of whether wood decay, rot or fungi was/was not found;
- (e)** A general impression regarding the extent of any damage caused by any pest infestations; and
- (f)** A conclusion which will address the incidence of any pest infestations.



**18.** The Extent of Reporting is limited to a subjective Visual Inspection only. Accordingly the Report IS NOT AND WILL NOT guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that a future infestation of Termite Pests will not occur or be found.

**19.** Further to the above, the Inspector will not include anything that is beyond the Extent of Reporting including, but not limited to, cost of rectification of any defects.

**20.** The Inspector is restricted by the following dimensions in relation to determining if an opening can be reasonably accessed:

AREA	ACCESS HOLE	CRAWL SPACE	HEIGHT
Roof Interior	400 mm x 500 mm	Min 600mm x 600mm	From a 3.6m ladder off a level platform and only if it is safe to do so
Roof Exterior	-	-	From a 3.6m ladder off a level platform and only if it is safe to do so
Subfloor	500mmx400mm	Vertical Clearance.400mm beneath the lowest bearer, or 500 mm beneath the lowest part of a concrete	Subject to Inspector's discretion as to safe and reasonable access

**21.** There may be further, unexpected limitations encountered by the Inspector, which can only be determined at the time of inspection.

### Acceptance

**22.** Inspector's fee: the Client will pay to the Inspector the sum as advised by the Inspector for a Visual Inspection Report of the Property (detailed above in this Agreement) and the final report is subject to this acknowledgments, terms and recitals within this Agreement.





**23.** The Client agrees that in signing this agreement they have read and understood the contents of this Agreement and that the inspection will be carried out in accordance with this document. The Client agrees to pay for the inspection on or before delivery of the report.

**24.** If the Client does not sign and return a copy of this Agreement (subject to paragraphs 32 and 33 of this Agreement) payment of the Inspector's fee is deemed as acceptance of this Agreement and the inspection will be carried out according to the terms herein.

### **Warranties and quality**

**25.** The Inspector warrants that they will take reasonable steps to inspect the above Areas thoroughly and responsibly subject to the requirements of the AS 4349.3-2010 and any foreseeable or unforeseeable restrictions.

**26.** The Inspector warrants that the report will list all of the limitations encountered, restricting the Inspector and the inspection process.

**27.** The Client warrants that they will not hold the Inspector liable for any Areas that the Inspector could not reasonably inspect due to the restrictions on an inspection.

**28.** The Client warrants that they will not rely on this report after a period of 7 days as this is a visual inspection condition may change between the day of inspection and the day of any defect being apparent such as, but not limited to, different weather conditions, removal of furniture, damage done by occupants, settling of the land, extreme weather damages or anything that could cause the visual effect of a defect to become known.

### **Indemnity**

**29.** The Client indemnifies the Inspector:

**(a)** Against any third party losses or claims for use of the Inspection Report.



**(b)** Against any claim as a result of purchasing a property that was not accurately assessed.

**(c)** Against any pest infestation that was not evident by visual assessment at the time of the inspection.

**(d)** Termination of this Agreement by the Inspector pursuant to Item 29 of this Agreement.

### **Dispute resolution**

**30.** If there is a dispute between the Client and the Inspector then both agree to attend a mediation before taking legal action.

**31.** If the dispute is not resolved within 28 days after the conclusion of the mediation then each party reserves the right to have the dispute settled in the SA Civil and Administrative Tribunal exclusively.

### **Default and termination**

**32.** The Inspector reserves the exclusive right to terminate this Pre-Inspection Agreement on 1 days' notice due to weather constraints, non-payment of the Inspector's Fee or any other safety concern. Only the Inspector may terminate the Agreement.

**33.** If the Inspector's fee is refunded for any reason whatsoever then the Inspection Report provided (if any) will be deemed invalid and annulled.

### **Severability**

**34.** Any term within this Agreement that is deemed invalid in any jurisdiction is only invalid to the extent specified by the jurisdiction in that specific jurisdiction. It does not invalidate any other term of this Agreement. Furthermore if a term or terms are found to be invalid and thereby severed from this Agreement the Agreement and its surviving terms are not invalidated.



## **Bar on claims**

**35.** The Client is barred from making a claim against the Inspector by virtue of the Client's Acknowledgments.

## **DEFINITIONS**

- 1.** Acknowledgment: A thing that a person is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.
- 2.** Access hole: An opening or cut out allowing entry to carry out an inspection.
- 3.** Active: The presence of live timber pests at the time of inspection
- 4.** Area: The area and/or areas listed in clause 4 only.
- 5.** AS Standards: AS4349.3 2010 only (unless specifically stated that AS 3660.2 also applies) in this Agreement.
- 6.** Client: The person the person the inspection is carried out for detailed as the same on the first page of this agreement only.
- 7.** Client's acknowledgments: The items listed in paragraph 2 that the Client is intimately aware of and has taken full consideration of and accepts that piece of information unconditionally.
- 8.** Drywood Termites: Termites that do not require a water source other than the atmosphere and the moisture within the timber in which they occur.
- 9.** Excessive Moisture Conditions: Presence of moisture conducive to timber pest activity.
- 10.** High Moisture Readings: Higher than normal moisture levels as detected by electronic testing equipment.
- 11.** Inspection: Accessible and Visual Inspection of the Property.
- 12.** Inspector: The Individual or organisation detailed as the same on the first page of this agreement only.



**13.** Inspector's fee: Refer to clause 22.

**14.** Property: The property inspected including all timber structures such as, patios, decking, fences, timber retaining walls, stumps up to distance of 30 metres from the main building.

**15.** Restrictions on an Inspection: Refer to paragraphs 5 to 18 of this Agreement.

**16.** Safe And Reasonable Access: Only areas that are deemed safe and reasonable access is available are inspected. Safe access means areas where safe, unobstructed access is provided and the minimum heights or clearances specified in clause 20 are present, or where these clearances are not present, areas within the inspector's unobstructed line of sight and within arm's length. The inspector has sole discretion in determining safe access to any area of the property and will make said determination at the time of the inspection only.

**17.** Timber pest damage: visual damage caused by Timber Pests.

**18.** Timber pest activity: visual signs of Timber Pests.

**19.** Timber Pests: Subterranean and dampwood termites, and specific wood destroying agents being: chemical delignification (damage of timber by chemical reaction); fungal decay (damage to timber caused by soft rot and decay fungi); wood borers (wood damaging pests of the genus Coleoptera); and termites (wood damaging pests of the genus Isoptera)

### **Very Important**

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.

