



Detail Building Inspections

Practical Completion Building Inspection Pre Engagement Agreement, AS4349.1

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 AS4349.1, 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 stage building inspection pre engagement agreement, terms and conditions and authorise Detail Building Inspections to proceed with the inspection and report as requested.



THE BUILDING INSPECTION AGREEMENT TERMS AND CONDITIONS

1. Definitions

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 Inspector will inspect 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. (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 any decision to purchase the property, pay a contractor or accept practical completion has been reached.

(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 defect is not visible at the time of the inspection does not guarantee that there is no defect affecting the property.

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

(p) The Inspector does not report on latent defect in the property or in the title.

(q) That the client acknowledges acceptance through performance of this agreement confirms that the agreement and terms and conditions have been read and understood by the client and / or as such ticking the appropriate check box when ordering online.



(r) 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.

(s) That the client acknowledges acceptance of this agreement and its terms through performance of this agreement by way of payment of the agreed Inspector's fee.

(t) The report is not valid, and cannot be used until full payment is received.

(u) That full payment or proof of payment "receipt of payment" for the inspection and report is required before the report will be released.

(v) The client will not hold the inspector liable for any inconvenience, or losses suffered for the client failing to act in accordance with **(u)**.

(w) The report will be furnished and supplied in an electronic copy only (PDF), any requirements to provide a printed hard copy will incur additional charge of \$165.00 (inc. GST).

Scope of Inspection and Report

1. The report does not include an estimate of the cost for rectification of the Defects. Areas for Inspection shall only cover what is deemed safe and accessible areas by the inspector.

2. The inspection will be a visual assessment of the areas listed within the site boundaries or areas as agreed, and limited to the documentation supplied.

3. The Inspector will inspect (subject to the minimum requirements and the restrictions on an Inspection) the accessible "Area".

Subject to safe and reasonable access the Inspection will report on each of the following areas and as follows.



- (a) The Interior of the building;
- (b) The Roof Space of the building;
- (c) The Exterior of the building;
- (d) The Sub-Floor Space of the building;
- (e) The Roof Exterior (subject to height and weather restrictions) of the Property

Restrictions on an Inspection

6. The Inspector is restricted by certain foreseeable and unforeseeable limitations during an 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 or cannot be reasonably 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 floors; 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 determined access is obstructed.

12. 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)** Serviceability damp defects;
- (d)** Any common property that maybe under Strata Title or Company Title or any other form of Title unless explicitly stated in another signed Agreement;
- (e)** Asbestos;
- (f)** Magnesite;
- (g)** Mould;
- (h)** Anything listed on Appendix D of AS 4349.1-2007 attached to this document and marked Annexure 'A'; and
- (i)** Any timber pest activity, pest infestation or damage caused by a pest infestation and/or anything pest related.
- (j)** No Inspection or comment will be made on any and not limited to plumbing or any Electrical Wiring, Switches, Power Points or Electrical Appliances Including Air Conditioning Units, Heaters, or fire places. We strongly recommend you engage a suitably qualified tradesperson to inspect the above.
- (k)** Any single defect;
- (l)** Any cost or plan to rectify any defects and/or repair work;
- (m)** Comment on the appropriateness of: any structural design or construction; electrical works; swimming pools; or any electrical appliances;
- (n)** Whether fireplaces or chimneys are functional;
- (o)** Any biological risks such as toxic mould;
- (p)** Comment on any latent structural defect; and
- (q)** Provide a comment on any risk of flooding, earthquake and/or any other singularity cause by nature that my affect the structural integrity of the Property.
- (r)** This report is not a Swimming pool Safety report and the report will not include comment on Swimming Pools, Spas including pumps and equipment.



13. As outlined in Clause c4.2 (d) of As4349.1-2007. 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 including detection of rising damp, falling damp including leaks. Such defects may only become apparent in differing weather conditions

14. The Inspector may cease an Inspection or not inspect an Area, upon encountering asbestos, mould, Magnesite or heavy timber damage, which causes the Inspector to have safety concerns.

15. The Inspection Report will be limited to the Extent of Reporting and will therefore only include information in relation to the area(s) agreed to be inspected.

16. The Extent of Reporting is limited to a subjective visual and non-invasive inspection only.

17. 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.

18. The Inspector is restricted by the following dimensions in relation to determining if an opening or height 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	Subject to Inspector's discretion as to safe and reasonable access	Subject to Inspector's discretion as to safe and reasonable access	Subject to Inspector's discretion as to safe and reasonable access

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



Inspector's Fee

20. The Client will pay to the Inspector the sum as advised by the Inspector for an 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.

Limitations and Exclusions

21. 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 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 subject to another pre-inspection agreement on the same terms herein.

22. 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.

23. Any stored or scattered goods, stored items including boxes, parked cars and bikes, boats, trailers, A/C units and ducting and any external covering foliage plants, vines, stored fire wood and timbers, vines clinging to external wall surfaces, trees covering areas will hinder the inspection process.

24. The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future.

25. The inspection and report will not comment on selections or specifications as agreed between the client and the contractor.



26. The Inspector warrants that they will do everything reasonable to inspect the above Areas thoroughly and responsibly subject to the requirements of the AS4349.1 and any foreseeable or unforeseeable restrictions.

27. The Inspector warrants that it will list all of the limitations encountered, restricting the Inspector within the Inspection Report.

28. The Client warrants that they will not hold the Inspector liable for any Area that the Inspector could not reasonably inspect due access and restrictions on an inspection.

29. 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

30. 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 or accepting practical completion of a property or any other works undertaken that was not accurately valued.

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

(d) Termination of this Agreement by the Inspector pursuant to Item 33 of this Agreement.



Dispute resolution

31. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on the Inspector's part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. The Inspector must be given the opportunity to personally assess any alleged claim prior to any further action on your part.

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

33. 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 South Australian and Administrative Tribunal exclusively.

Third party disclaimer

34. The Report will be made solely for the use and benefit of the Client. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk.

Default and Termination

35. 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.

36. 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

37. 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. Further more 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

37. The client is barred from making a claim against the Inspector by virtue of the client's Acknowledgments.

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.

