



## Terms and Conditions Prompt Building Inspections WA

The Australian Standard for building inspections 4349.1 -2007 and timber pest inspections 4349.3 requires that every pre-purchase inspection has a pre-engagement agreement accepted by the home purchaser (or their solicitor/conveyancer) before commencement of the inspection. To comply with the standard and potential insurer requirements, read the information below.

**If you consent to the terms and conditions of this Building Inspection Agreement, click “Submit Order” on the online order form. Your order will be sent with confirmation that you have read the agreement and accept the terms and conditions as outlined in this document.**

### **BUILDING INSPECTION AGREEMENT**

**TYPE OF PROPOSED INSPECTION ORDERED BY YOU: Structural or Pre-Purchase Building Inspection & Report:** The inspection will be of the Building Elements as outlined in Appendix C of AS 4349 .1-2007 except for Strata title properties where the inspection will be according to Appendix B of AS 4349.1-2007.

A copy of the appropriate Standard with Appendices may be obtained from Prompt Building Inspections WA at your cost by phoning 0420 846 356 or by email to [info@pbiwa.com.au](mailto:info@pbiwa.com.au) or from Standards Australia.

Upon receipt of the electronic booking form, we will carry out the inspection and report ordered by you in accordance with this agreement and you agree to pay for the inspection in accordance with the Prompt Building Inspections WA payment conditions.

In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report. A copy of the standard checklists is available upon request. The Structural Inspection report consists of structural elements only and may only report significant defects in the home.

## SCOPE OF THE INSPECTION & THE REPORT

1. The Inspection will be carried out in accordance with AS4349.1-2007. **The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date and time of inspection.**
2. Areas for Inspection shall cover all safe and accessible areas.
3. The inspection shall comprise a visual assessment of the items listed in Appendix C to AS4349.1-2007 for the structures within 30 metres of the building and within the site boundaries including fences.
4. Subject to safe and reasonable access (See Definitions below) the Inspection will normally report on the condition of each of the following areas:
  - a. The interior
  - b. The subfloor
  - c. The roof void
  - d. The roof exterior
  - e. The exterior
5. The inspector will report individually on Major Defects and Safety Hazards evident and visible **on the date and time of the inspection**. The report will also provide a general assessment of the property and collectively comment on Minor Defects which would form a normal part of property maintenance.
6. Where a Major Defect has been identified, the inspector will give an opinion as to why it is a Major defect and specify its location.

## LIMITATIONS

7. 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 (see Definitions below) 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 following the provision or reasonable entry and access.
8. 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.
9. The Inspection and Report compares the inspected building 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 durability.

10. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed.
11. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
12. 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.
13. The PrePurchase or Structural Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector. A Timber Pest inspection is also available from Prompt Building Inspections WA.
14. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
15. **ASBESTOS: No formal inspection or testing for asbestos will be carried out at the property and no report on the presence or absence of asbestos will necessarily be provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. If asbestos is noted as present within the property then you agree to seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal.
16. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** The Structural or PrePurchase inspection or report may not report Mould (Mildew) and non-wood decay fungi.
17. **ESTIMATING DISCLAIMER:** Any estimates provided in the 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 a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The inspector accepts no liability for any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations for the same work.
18. **THERMAL IMAGING:** The inspector is equipped with a thermal imager which may increase the capacity to assess the cause of specified defects. No guarantees are offered over and above a visual inspection. Use of the Thermal Imaging equipment is entirely at the inspector's discretion.

- 19.** If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied or furnished you agree to:
- a. Obtain a statement from the owner as to:
    - i. any Timber Pest activity or damage;
    - ii. timber repairs or other repairs;
    - iii. alterations or other problems to the property known to them;
    - iv. any other work carried out to the property including Timber Pest treatments; and
    - v. obtain copies of any paperwork issued and the details of all work carried out.
  - b. Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.
- 20.** The Inspection will not cover or report the items listed in Appendix D to AS4349.1-2007.
- 21.** Where the property is a strata or similar title, the inspector will only inspect the interior and immediate exterior of the particular unit requested to be inspected as detailed in Appendix B in AS4349.1-2007. Therefore it is advised that the client obtain an inspection of common areas prior to any decision to purchase.
- 22.** 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. Such defects may only become apparent in differing weather conditions.
- 23.** You agree that We cannot accept any liability for Our failure to report a defect that was concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
- 24.** Where Our report recommends another type of inspection including an invasive inspection and report then You should have such an inspection carried out prior to the exchange of contracts or end of cooling-off period. If You fail to follow Our recommendations then You agree and accept that You may suffer a financial loss and indemnify Us against all losses that You incur resulting from Your failure to act on Our advice.
- 25.** The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue as a Residential Property.

## **GENERALLY**

**26.** In the event of a dispute or a claim arising out of, or relating to the inspection or the report, or any alleged negligent act, error or omission on Our part or on the part of the inspector conducting the inspection, either party may give written notice of the dispute or claim to the other party. If the dispute is not resolved within fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. The cost shall be met equally by both parties or as agreed as part of the mediation settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

**27. THIRD PARTY DISCLAIMER:**

We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement.

**Note:** In the ACT under the Civil law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 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.

**Prohibition on the Provision or Sale of the Report**

**28.** The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised to do so by Legislation. If We give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause. However, We may sell the Report to any other Person although there is no obligation for Us to do so.

**29. Release** You release Us from any and all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature that the Person may have at any time hereafter arising from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

**30. Indemnity** You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and

expenses of any nature, which may be incurred by, brought, made or recovered against Us arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

**31. Thermal Imaging** may be carried out at the inspector's discretion. No guarantees are offered over and above what would have reasonably been discovered during a visual inspection. The inspector will use the thermal imager where he feels it is appropriate. The equipment may assist to discover concealed issues but the agreement does not include a thermal imaging of the entire house or any extended guarantee to include concealed defects.

### **Limited Liability**

**32.** We accept no liability with respect to work carried out by other trades, consultants or practitioners referred by the Us. Our liability with respect to the advice given in the Report shall be limited to a refund of the *inspection fee* only for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause of causes. Such causes include, but are not limited to, Our negligence, errors or omissions, strict liability, breach of contract or breach of warranty to the extent permitted by law.

**33. DEFINITIONS:** 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 property and building inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

**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.

**Access hole (cover)** means an opening in the structure to allow for safe entry to carry out an inspection.

**Accessible area** means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

**Building Element** means a portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

**Client** means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf. (See also "You/Your" below)

**Defect** means a fault or deviation from the intended condition of the material, assembly or component.

**Inspector** means the person or organisation responsible for carrying out the inspection. (See also “Our/Us/We” below)

**Limitation** means any factor that prevents full achievement of the purpose of the inspection.

**Major defect** means 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.

**Minor defect** means a defect other than a Major defect.

**Person** means any individual, company, partnership or association who is not a Client.

**Property** means the structures and boundaries, etc up to thirty (30m) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

**Report** means the document and any attachments issued to You by Us following Our inspection of the property.

**Standard package conditions:** A home that is no greater than two storey, no greater than 3 bathrooms, no older than 50 years, within the metro area which is determined at Our discretion, giving at least 3 days notice for inspections.

**Structural Inspection** means the inspection shall comprise 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 of the property. The Report will not include those items noted in Clause A3 of AS 4349.1-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural & serviceability damp issues, rising damp, condensation, etc.

**Safe and Reasonable Access** does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.

The Standard defines the extent of safe and reasonable access as follows:  
“The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal.”

It also defines access to areas as defined in the **Table below**.

**Access Table from AS 4349.1-2007**

Area Access hole Crawl space Height
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Roof interior 400mm x 500mm Crawl space: 600mm x 600mm Accessible from a 3.6m ladder. Roof Exterior Accessible from a 3.6m ladder placed on the ground.

**Table Notes:**

- 1. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.**
- 2. Climbing over air conditioner ducting or any low pitch roof where the inspector does not feel that safe access and egress can be achieved without risking loss of utility or risks to safety.**
- 3. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.**
- 4. Roof cavities where RCDs are not fitted.**

**Our/Us/We** means Prompt Building Inspections WA and/or Luxe Homes W.A. Pty Ltd (ACN: 135 047 282) that You have requested to carry out the property inspection and report.

By purchasing a package You are agreeing to our conditions and accept that it is Your responsibility to inform Us if the home is not a standard home. You agree to accept any additional charges that may be incurred as a result of the home being non-standard.

**You/Your** means the person defined above as the Client and where more than one party all such parties jointly and severally, together with any agent of that party.

**Acceptance terms**

- 34.** You accept that We reserve the right to nominate another person of equal or greater qualification to conduct the inspections.

You agree that by selecting "Submit Order" in the online order form You have read and understand the contents of this agreement, You have had the opportunity to seek legal advice on the terms of this agreement and which to enter into it under your own determinism in the absence of duress or intoxication and that the inspection will be carried out in accordance with this document.

You agree to pay for the inspection prior to delivery of the report.

If You cancel the requested inspection giving less than 24 hours notice (excluding weekends and public holidays) then You agree that You have read and understand the contents of this agreement and that We will charge you a last minute cancellation fee of up to 50%.

**Note: Additional inspection requirements requested by you may incur additional expense in regard to the cost of the inspection.**

**Special Requirements / Conditions requested by the Client/Client's**



**Representative regarding the Inspection and Report must be included on the booking form and may not be included in the report if requested verbally.**

**Cost of the Report including any requested Special Requirements/Conditions:**

Costs to be as per quote and provided prior to commencement of inspection.