



PRE-INSPECTION AGREEMENT

Building and Termite and Timber Pest

This is a pre-inspection agreement between you (the **Client**) and the Building Consultant named below for an inspection and report (**Services**) at your property. This agreement is designed to ensure you understand the scope, extent of reporting and limitations of the Service.

PLEASE BE AWARE THAT BY ITS NATURE THIS SERVICE HAS LIMITATIONS AND EXCLUSIONS YOU SHOULD BE AWARE OF. PLEASE REVIEW THIS AGREEMENT AND CONTACT YOUR CONSULTANT WITH ANY QUERIES.

You need to sign and return this agreement to your consultant before your inspection takes place.

Your Service

The Service you are purchasing is: *Building or Pre-purchase Building and Timber Pest Inspection*

The purpose of the Service is to provide advice regarding the condition of the property at the time of the inspection having regard to the significant items noted below.

Your Building Consultant is: Corlach Enterprises Pty Ltd T/As
 Jim's Building Inspections (Oatley)
 Ph: 0417688204
 E: otley@jimsbuildinginspections.com.au
 CPPUPM3008

We'll report on the following significant items:

- *Urgent and serious safety hazards*, which are building elements or situations that represents a current or immediate potential threat of injury or disease to persons.
- *Major Defects*, which are defects 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.
- A general impression regarding the extent of *Minor Defects* which are any other defect, usually described as expected or routine property maintenance.
- The presence or absence of live termite and timber pest activity.
- Suspected evidence of any old or inactive damage; and
- A general opinion regarding the presence of conditions at the Property conducive to termite or timber pest activity.



Key terms in italics are based on Australian Standard definitions and are explained on our website here: <https://www.jimsbuildinginspections.com.au/glossary>.

All inspections are conducted in accordance with Australian Standard 4349 (and AS4349.1 where it is a pre-purchase inspection) and 4349.3-2010, and you acknowledge that the extent of our reporting is based on conditions of the Property at the time of the inspection and subject to the scope, accessibility and other limitations set out below. The exception to this is AS4349.2 Group Titled Properties and is listed in our exclusions below.

Scope

Unless specified otherwise as part of the service we use visual inspection methods, the application of sounding and moisture identification devices and assessment of serviceability to form an opinion regarding the Property at the time of inspection and deliver you a Report based on the significant items noted above. We will generally report by exception and not report on deterioration caused by fair wear and tear.

The Property will be compared to others of a similar age, construction type and method that had an acceptable level of basic maintenance completed. It follows that the Property may not comply with current Australian Standards, Building Regulations or other legislative requirements.

An estimate of costs to treat termite activity or install and or apply a termite barrier or management system will not be included in the Report. If you would like this information, we can refer you to suitably qualified pest controllers to provide this information.

We don't advise you about title, ownership or other legal matters like easements, restrictions, covenants and planning laws. None of our inspections constitute an approval by a Building Surveyor, a certificate of occupancy or compliance with any law, regulation or standard.

Our Report may recommend a further inspection by another specialist such as an engineer, surveyor or other trade if we find specific problems not included in the Service. We may also recommend specific rectification or maintenance works be performed. We recommend you act on this advice.

Invasive Inspections

If this is an Invasive Inspection Service, we will perform the inspection in a manner which minimises damage where possible, however the client acknowledges that works involved in an invasive inspection includes breaking sections and taking samples and may cause degradation or damage to materials and Property elements, that the Service does not



include any rectification or reinstatement works and the Client agrees to indemnify us against any costs incurred as a result of the inspection.

In addition, the client must gain all necessary permissions in writing for the invasive inspection to take place and ensure any rectification or reinstatement works are carried out by a professional tradesperson.

Areas for Inspection

Subject to below, we will inspect:

- Interior
- Roof void or ceiling cavity (if accessible)
- Exterior
- Subfloor (if applicable)
- Adjoining structures or other outbuildings within 30m of the main building eg: garages, sheds, retaining walls, fences etc.
- The site to the fence line / property boundary or up to 30m from the house including major trees, where prevailing site conditions are safe to access.

We only inspect and report on safely accessible areas. You will need to ensure we have access to all areas at the Property being inspected. If you are not the owner, you should discuss this with the Real Estate Agent or owner.

We will consider the following areas inaccessible:

- Elevated areas like roofs that are not safely accessible from a 3.6m ladder, using an unobstructed line of sight where building elements are close enough to allow inspection.
- Access points (like manholes) smaller than 400mm x 500mm.
- Crawl space (like under floors etc) with a clearance of less than 600mm x 600mm.
- where reasonable entry is denied to us, or where we cannot safely access, are excluded from the inspection.

We will identify in our Report any additional areas that are inaccessible, and you may choose to have a further invasive Inspection Service undertaken.

We may need to turn off the mains power for a short time to safely inspect the roof space (and must do so if you are in Western Australia). We will require you to separately consent to this, and where permission is not granted, we will be unable to access the roof void and this will form a limitation for us. If you have any concerns over this, please discuss this with your consultant.

Limitations



In addition to inaccessible areas, inspections are commonly and frequently limited by a number of factors; you should expect this to happen during your inspection.

You must inform us of any known or potential limitations that may impede our ability to perform the Inspection or produce the Report.

Examples of common limitations are listed below:

- Conditions we reasonably consider unsafe to inspect
- Locked doors and windows or inaccessible rooms
- Security systems
- Pets
- Furniture/furnishings, floor coverings, wall and ceiling linings and stored items
- Restriction of access due to height – we only inspect first storey roof structures unless prior arrangement is made
- Restriction of access due to lack of clearance, small crawl spaces, lack of entry to access points or thick vegetation
- Adverse weather conditions
- If the Property has been vacant for a period of time, moisture levels or leaks may not be detectable at the time of the inspection because often only frequent use of water/drainage pipes (showers, taps toilets etc) result in a leak being identifiable. We recommend further testing on pipes and water susceptible areas (such as the bathrooms and laundries) after more frequent use has occurred.

You acknowledge that the limitations described above, are not intended to be an exhaustive list and we will endeavour to identify any limitations or restrictions specific to the Property as soon as possible. You may then choose to have a further invasive inspection service conducted.

Exclusions

Unless explicitly selected as an option with your service and associated fee charged accordingly, the Inspection and Report exclude assessment or reporting of: deterioration caused by fair wear and tear, footings below ground, concealed damp proof course, electrical installations, concealed plumbing, adequacy of roof drainage, gas fittings and fixtures, air-conditioning, hot water systems, automatic garage doors, pools and related equipment, alarm systems, operation of fireplaces and chimneys, flues and solid fuel heaters, alarms (smoke or security) and intercom systems, soft floor coverings, appliances, paint coatings, health hazards, timber and metal framing size and adequacy, concealed tie downs and bracing, other mechanical or electrical equipment such as gates or inclinators, soil conditions, control joints, sustainable development provisions, concealed timber frames, landscaping, rubbish, floor coverings, furniture and accessories, stored items,



insulation, environmental matters (water tanks, submersible pumps etc) or lighting and energy efficiency.

We won't inspect common property unless specifically requested. If this request is made and associated fee charged accordingly, our inspection does NOT conform to AS4349.2 Group Titled Properties. If this reporting is required, the client must seek a separate inspection for Group Titled Properties. We are unable to advise about combustible cladding.

We are unable to advise on Magnesite, cracks or evidence of crack repairs to masonry construction, concrete slabs or load bearing walls. We are unable to advise on structural stability of any external timber structures. On these issues we recommend a structural engineer be engaged to further investigate and advise.

Our reporting is not suitable for Tribunal or Court Proceedings, where evidence is required by the franchisee as an expert witness, and where specific report formatting must be applied. An Expert Witness Testimony is required for this purpose.

An estimate of costs to rectify defects is not included unless this Service is a Remediation or Renovation Report. Any estimate prepared as part of a Remediation and Renovation Report is based on industry standard cost guides and the consultant's own experience and should not be relied on for anything other than a professional opinion. You acknowledge that costs to repair defects are very difficult to estimate because the extent of work required is unknown until it commences and often there is reduced competition as many contractors are unwilling to take on remedial/rectification work.

We also provide a Quotation and Project Management service where we can:

- Prepare scope of works documents for contractors to price
- Coordinate all required trades to provide you with secure fixed price quotations

Liability and acknowledgement

The client acknowledges that

- Removal of non-fixed access vents or other covers during the course of the services will be done in a tradesman like manner, however we do not accept liability for damage or reinstatement, replacement or repair which may arise during this process.
- The Report does not constitute a warranty or an insurance policy against defects or problems developing with the building/property in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of deterioration or incipient failure.
- This report does not constitute a certificate of compliance for any works to the property. We recommend further investigation with local council or approved certifying authority for clarification on any works, new or old that have been completed.



- The Client acknowledges and agrees that the Inspection has limitations and that the Inspection and Report does not conclusively determine that the Property is free of Timber Pests and damage caused by Timber Pests and accepts and relies on the Inspection and Report solely at their own risk.
- Reports are only valid at the time of inspection (For Building and Timber Pest), while the client may choose to buy a copy of a report on a property already inspected, it is strongly recommended that the property be re-inspected prior to completion of due diligence, as additional activity, further damage and/or defects may ensue that may not be have been identified at the time of the original inspection.

We accept liability for any implied contractual terms that cannot be excluded or limited under applicable law, including the ACL and any loss that is reasonably foreseeable from our material breach of these Terms, however provided you obtain the benefit of any warranty or other obligation conferred upon you pursuant to the ACL, we limit our liability to the replacement of the Services the provision of equivalent Services or the cost of providing those Services.

Other than as specifically accepted by us above, we are not liable for any other losses or damages you may suffer, including any loss caused by you or to the extent it results from your failure to take reasonable steps to avoid or minimise that loss, loss caused by event falling outside our reasonable control and any indirect or consequential losses.

You indemnify, and keep indemnified, us and our franchisors, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by us arising from any claim arising out of your failure to advise on safety issues at the Property, your negligence or breach of these terms and conditions.

Privacy Policy

We value your personal information, we will ensure it is secure and never share or sell your personal details and contact information with people not associated with Jim's Building Inspections, unless instructed to do so by you.

We do however use data collected during inspections for research, commercial, training and educational purposes. For more information, please review our [Privacy Policy](#) online.

Cancellation Policy

We understand that sometimes things happen, and you need to cancel or defer your booking. However, as we begin to incur costs and spend time on your booking before the actual inspection, administration fees apply to cancellations and deferred bookings.

- If you need to cancel or defer your booking and let us know at least 48hrs prior to your scheduled booking a 10% administration fee will be charged.
- If you cancel on the day of the inspection, a 50% administration fee will be charged.



- If you cancel the inspection, once the inspection has commenced, you are liable to pay the full fee.

COMPLIMENTS AND COMPLAINTS

Your feedback, both positive and negative, can assist us to improve our services. We encourage you to please contact us with any compliments or concerns directly and as soon as you are able.

The process for managing customer feedback is documented below:

- Contact the consultant directly to provide feedback or make any complaint as soon as you are able.
- If the consultant cannot resolve it or it involves our insurers, they will escalate it to the Regional Franchisor (Manager) and / or insurer as applicable.
- You can also contact the Regional Franchisor (Manager) directly on 131 546 ask to speak to the Consultants Regional Franchisor (Manager) or email info@jimsbuildinginspections.com.au

General

You acknowledge and agree we own the copyright in the Report and may make the Report available to third parties.

This agreement and the Services will be governed by the laws in force in the state or territory in which the Property is located.

CLIENT ACCEPTANCE

I / We: _____ accept the terms outlined above.

Inspection Address: _____

Signature: _____

Date: _____

Email: otley@jimsbuildinginspections.com.au