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IMPACT BUILDING AND PEST INSPECTIONS

COMBINED PRE-PURCHASE BUILDING & TIMBER PEST INSPECTION AGREEMENT FORM

PART 1 Pre-Purchase Building agreement

PART 2 Pre-Purchase Timber Pest Agreement

Please read and understand the following agreements.

You are required to sign and return to Impact Building and Pest Inspections, the information for payment and the booking details for the relevant reports, which are located on the back page of this agreement.

PART 1

The Australian Standard and the Residential Building Inspection AS4349.1-2007 requires an agreement between “Client” and “Inspector” prior to an inspection taking place. This being a pre-purchase building inspection agreement. This requirement was implemented for the protection of both you (the Client) and the Inspector from any misunderstanding. The agreement hereafter, outlines to the “Client” the “Inspectors” terms, conditions, scope and limitations of the building inspection and report. The “Client” is requested to acknowledge understanding of and the agreement to this document and further authorise the “Inspector” to proceed with the building inspection and report as requested.”

The inspection will be of 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. A copy of the appropriate Standard with Appendices may be obtained from Standards Australia. We will carry out the inspection and report ordered by You in accordance with this agreement and You agree to pay for the inspection on or before delivery of the report. 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.

Information for payment and booking details for the report are on the back page of this agreement.

SCOPE OF THE INSPECTION & THE REPORT

- The visual Inspection will be carried out in accordance with AS4349.1-2007. The purpose of the inspection is to provide advice to a prospective purchaser or vendor regarding the condition of the property at the date and time of inspection and the inspection is to identify major defects, the incidence of minor defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to Appendix C of AS4349.1-2007.
- The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed and reasonably maintained buildings of approximately the same age. Areas for Inspection shall cover all safe and accessible areas.
- 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.
- Subject to safe and reasonable access (See Definitions section of this agreement) the building Inspection will normally report on the condition of each of the following areas:
The interior - The roof void -- The exterior - The subfloor - The roof exterior- The garage- The shed/external buildings
- 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.
- 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 AND CONDITIONS THE REPORT

1. 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 section) 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 of reasonable entry and access.
2. The 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 structural nature, you should contact a structural engineer.
3. The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects or perform any other invasive procedures including, but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, clutter, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
4. 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. The Inspection and Report compares the inspected building with a building constructed to the generally accepted practice at the time and which has been maintained, so there has been no significant loss of strength and permanence.
5. Inspection of fence lines and posts is restricted to those timbers above ground level and facing the property inspected.
6. 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.
7. The Inspection building WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-2010 Timber Pest Inspections, by a fully qualified, and insured Timber Pest Inspector.
8. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
9. **ASBESTOS:** This is not a Asbestos Inspection. 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. Loose-fill asbestos insulation is unlike other forms of asbestos. The building inspection report won't confirm the presence of loose-fill asbestos and it can't be identified by sight alone. The only way to confirm whether a home is affected by loose-

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fill asbestos insulation is to have it tested by a competent person, such as a licensed asbestos assessor.

10. **SWIMMING POOLS & SPAS** are not part of this building report under AS4349. 1-2007
 11. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER:** No inspection will be made for Mould (Mildew) and non-wood decay fungi. In the course of the inspection, the inspector may make note an occurrence of mold/mildew in areas if noticed.
 12. **ROOMS BELOW GROUND LEVEL:** If there are any rooms under the house or below ground level (whether they be habitable or non-habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make their own enquiries with the Council to ascertain if approval was given.
 13. **RETAINING WALLS:** Where retaining walls are located more than 1.0 meter high these wall/s should have been installed with engineering design and supervision. Walls found on the site will not be assessed and the performance of these walls is not the subject of a standard property report and should be further investigated with regard to the following items, adequate drainage systems, adequate load bearing, correct component sizing and batter. The inspector will report on any visible issues.
 14. **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.
 15. **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.
 16. **SHOWER RECESSES:** Tests are not made on shower recesses to detect leaks. A visual inspection is only made. Any tests may not reveal leaks or show incorrect waterproofing if silicon liquid or masonry sealant has been applied prior to the inspection. Such application is a temporary waterproofing measure and may last for some months before breaking down. Any future tests on the shower recesses are limited to running water within the recesses and a visually checking for leaks as showers are only checked for a brief period, prolonged use may reveal leaks that were not detected at the time of inspection. No evidence of a current leak during inspection does not necessarily mean that the shower does not leak.
- 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, you agree to:
 - a) Obtain a statement from the owner as to:
 - any Timber Pest activity or damage;
 - timber repairs or other repairs

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- alterations or other problems to the property known to them
- Leak or work to shower tray or screens.
- any other work carried out to the property including Timber Pest treatments
- 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.

- 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.
- The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
- Where the property is a strata or similar title, only the interior and immediate exterior of the specified dwelling will be inspected by the inspector. The inspection will be as outlined in AS 4349.1-2007 Appendix B. Therefore it is advised that the client obtain an inspection of common areas prior to any decision to purchase.
- 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.
- 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.
- 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.

COMPLAINTS PROCEDURE

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 twenty one (21) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator nominated by us. 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.

In the event any litigation is brought as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred where you have not first allowed Us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.

DISCLAIMER OF LIABILITY

No liability is accepted for the failure of this report to notify of any problems that occur in areas or sections of the property physically inaccessible for inspection. Liability of this report is for one year from the date of inspection.

The costings indicated in the report are only estimates and recommend the main defects to be checked and quoted by the relevant licensed sub- contractors.

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 consent page of this Agreement

Prohibition on the Provision or Sale of the Report. 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.

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.

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.

ACCEPTANCE CRITERIA DEFINITIONS

The definition of the terms (Good), (Fair) and (Poor) below apply to defects associated with individual items or specific areas:

GOOD: The item or area inspected appears to be in serviceable and/or sound condition without any significant visible defects at the time of inspection.

FAIR: The item or area inspected exhibits some minor defects, minor damage or wear and tear, may require some repairs or maintenance.

POOR: The items or area inspected requires significant repairs and may be in a badly neglected state due to age or lack of maintenance or deterioration or not finished to an acceptable standard of workmanship.

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The definition (Above Average), (Typically Average), (Below Average) relate to the inspector's opinion of the overall condition of the building:

ABOVE AVERAGE: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a high standard of workmanship when compared with buildings of a similar age and construction.

TYPICALLY AVERAGE: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair, maintenance or minor issues.

BELOW AVERAGE: The building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

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.

Impact building Inspections, Impact Inspections, Impact or Our/Us/We means the company, partnership or individual that You have requested to carry out the property inspection and report.

Inspector means the person or organisation responsible for carrying out the inspection. (See also Impact above.)

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.

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Minor defect means a defect other than a Major defect.

Person means any individual, company, partnership or association who is on the exterior walls of a Client.

Property means the structures and boundaries etc up to thirty (30m) metres from 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 the Us following Our inspection of the property.

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 AS4349.1-2007 provides information concerning safe and reasonable access:

*Only areas where reasonable and safe access are available will be inspected. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

Roof Void - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

Roof Exterior- must be accessible by a 3.6 M ladder placed at ground level. ☐

Safe Access - Is at the inspector's discretion and will take into account conditions existing on the property at the time of the inspection.

Note: 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. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

You/Your means the party for whom the report is commissioned and where more than one party all such parties jointly and severally, together with any agent of that party.

UNDERSTANDING

You agree that in electronically accepting and/or return a signed copy of this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection, as detailed in this agreement, to our schedule of fees provided prior to the delivery of the report.

If You fail to electronically accept and/or return a signed copy of this agreement to Us and do not cancel the requested inspection, then You agree that You have read and understand the contents of this agreement and that We will carry out the inspection on the basis of this agreement and that We can rely on this agreement.

PART 2 OF AGREEMENT

PRE-PURCHASE TIMBER PEST INSPECTION AGREEMENT FORM

Please read and understand the following agreement.

You are required to sign and return to Impact Building and Pest Inspections, the information for payment and the booking details for the relevant report, which are located on the back page of this agreement.

Type of proposed inspection ordered by You:

AS 4349.3 – 2010 Pre-Purchase Timber Pest Inspection

To avoid any misunderstanding as to the type of inspection We will carry out and as to the scope of the resulting report You should immediately read, sign and return a copy of this agreement to Us. If You fail to return the copy to Us and do not cancel the requested inspection then You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered by You in accordance with the agreement and You agree to pay for the inspection and report on delivery of the report.

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 report.

The Inspector as part of his investigation, may or may not use a Thermal Imaging Camera to further investigate the presence of active timber pests. The use of this camera may be limited and may not be able to locate timber pests in all areas that may be obstructed, concealed or inaccessible. The camera may only be used as a location tool and not referred to in the report. A special Thermal Imaging Report may be requested at the time of the agreement stage and a report will be organised and supplied at an extra cost.

INSPECTION

1. In the case of Pre-purchase Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standards AS4349.3 – 2010 Inspection of buildings Part 3: Timber pest inspections. This is a visual inspection only. In and around existing buildings and structures.
2. A copy of these Australian Standards may be obtained from STANDARDS AUSTRALIA at your cost.
3. 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.
4. The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter will not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
5. The inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving of 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.

6. The inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
7. If the property to be inspected is occupied then You should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed. In some cases concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

SCOPE OF THE INSPECTION & REPORT

8. In the case of Pre-purchase Timber Pest Inspections in accord with AS 4349.3 – 2010 the Inspection and resulting Report will be confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.
9. In the case of all Termite Inspections in accord with AS 3660.2 – 2000 inspections the Inspection and resulting Report will be confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants) present on the date and time of the Inspection. Borers of seasoned timber will not be reported on. Wood decay fungi (rot) will not be reported on but may be reported as a conducive condition for termite activity.
10. In both cases the Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hyloterpes bujulus* Linnaeus) will be excluded from the Inspection.
11. The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatment that have been carried out to the property. It is important to obtain copies of any paperwork issued.
12. MOULD: Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

LIMITATIONS

13. Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property are not, or have not been, infested by termites or timber pests. Accordingly the Report 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 Timber Pests will not occur or be found.

14. 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.

DETERMINING EXTENT OF DAMAGE

15. The Report will not and cannot state the full extent of any timber pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.
16. If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither We nor the individual conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

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 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.

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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 fully 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.

DISCLAIMER OF LIABILITY

No liability is accepted for the failure of this report to notify of any problems that occur in areas or sections of the property physically inaccessible for inspection. Liability of this report is for one year from the date of inspection.

Any costings indicated in the report are only estimates and recommend the main defects to be checked and quoted by the relevant licensed sub- contractors.

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 consent page of this Agreement.

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.

Prohibition on the Provision or Sale of the Report. 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.

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.

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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.

ACCEPTANCE CRITERIA DEFINITIONS

The definition of the terms (Good), (Fair) and (Poor) below apply to defects associated with individual items or specific areas:

GOOD: The item or area inspected appears to be in serviceable and/or sound condition without any significant visible defects at the time of inspection.

FAIR: The item or area inspected exhibits some minor defects, minor damage or wear and tear, may require some repairs or maintenance.

POOR: The items or area inspected requires significant repairs and may be in a badly neglected state due to age or lack of maintenance or deterioration or not finished to an acceptable standard of workmanship.

The definition (Above Average), (Typically Average), (Below Average) relate to the inspector's opinion of the overall condition of the building:

ABOVE AVERAGE: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a high standard of workmanship when compared with buildings of a similar age and construction.

TYPICALLY AVERAGE: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair, maintenance or minor issues.

BELOW AVERAGE: The building and it's parts show some significant defects and/or very poor non-tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

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.

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Breach (termite): Hole or gap in a termite barrier that provides termites with passage through that barrier. A Breach includes removal of a section of treated soil from a chemical soil barrier or a perforation or a disjunction in a physical barrier.

Bridging: Spanning of a termite barrier or inspection zone, to provide subterranean termites with passage over or around that barrier or inspection zone. The bridging can be part of the building structure, foreign objects (including soil, tree roots and debris) or a structure built by the termites themselves.

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.

High moisture readings: means a reading on a moisture meter that is higher than the norm of other parts of the structure. Such high readings should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

Impact building Inspections, Impact Inspections, Impact or Our/Us/We means the company, partnership or individual that You have requested to carry out the property inspection and report.

Inactive: means that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

NOTE: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

Inspector: means the person or organisation responsible for carrying out the inspection. (See also Impact above.)

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 n the exterior walls of a Client.

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

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

Termites/Timber pests: means subterranean and dampwood termites (white ants) boarers of seasoned timber and does not include Dry wood termites.

Safe and Reasonable Access: does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standard AS4349.1-2007 provides information concerning safe and reasonable access:

Only areas where reasonable and safe access was available were inspected. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following: ☐

Roof Void: the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl; ☐

Roof Exterior: must be accessible by a 3.6 M ladder placed at ground level. ☐

Safe Access: Is at the inspector's discretion and will take into account conditions existing on the property at the time of the inspection.

Note: 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. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

You/Your: means the party for whom the report is commissioned and where more than one party all such parties jointly and severally, together with any agent of that party.

Property: means the structures, gardens, trees and fences up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside fifty (50) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

Reasonable Access: Only areas to which reasonable access is available are inspected. The Australian Standards AS 3660 refers to AS 4349.3 - 2010 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID: – the dimensions of the access hole must be at least 450mm x 400mm, and, reachable by a 2.1m step ladder or 3.6m ladder, and, there is at least 600mm x 600mm of space to crawl.

SUBFLOOR – the dimensions of the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest bearer, or, 500mm beneath the lowest part of any concrete floor.

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ROOF EXTERIOR: must be accessible from a 3.6m ladder.

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Report: means the report issued to You by Us following Our inspection of the property.

Termites: means subterranean and dampwood termites (white ants) and does not include Dry wood termites.

Our/Us/We/Impact/Impact Inspections: means the company, partnership or individual named below that You have requested to carry out a timber pest or termite inspection and report.

You/Your: means the party identified as the Client on the face page of this agreement, and where more than one party all such parties jointly and severally, together with any agent of that party.

UNDERSTANDING

You agree that in electronically accepting and/or return a signed copy of this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection, as detailed in this agreement, to our schedule of fees provided prior to the delivery of the report and any other Special Requirements/Conditions as per the quotation provided.

If You fail to electronically accept and/or return a signed copy of this agreement to Us and do not cancel the requested inspection, then You agree that You have read and understand the contents of this agreement and that We will carry out the inspection on the basis of this agreement and that We can rely on this agreement.

Note: You acknowledge that if there are Special Requirements / Conditions requested by the Client regarding the Inspection and report; that these will be communicated via the Report order. You agree to pay for the full cost of the Report including any requested Special Requirements/Conditions as per the quotation provided.

IMPACT PRE-PURCHASE BUILDING & PEST AGREEMENT

Combined Building & Timber Pest Inspection Agreement - Client Consent Form

I / We have read, understand and agree to the terms, conditions and scope of the inspection and report identified within the "Impact" Building Inspection agreement & the Timber Pest Inspection Agreement and further authorise "Impact" to proceed with the combined inspection and report as requested at the property address identified below. "I have read, understand and agree to the;

****Please fill in all areas below****

Building & Timber Pest Inspection Property Address:

Agent or authorised person contact information: _____

Client Name: _____

Client postal address: _____

Building and Timber Pest combined _____ **(Quoted Price)**

Client Signature: _____ **Date:** _____

(Authorisation to proceed and responsibility accepted for the inspection and reporting fee quoted)

Contact Telephone: (Home) _____

(Work) _____ **(Mobile)** _____

(Email) _____

IF YOU CHOOSE NOT TO ACCEPT THIS AGREEMENT AND DO NOT CANCEL THE INSPECTION PRIOR TO THE INSPECTION DATE THEN YOU AGREE YOU HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT AND OUR TERMS AND CONDITIONS OF TRADE IN LIMITATIONS AND CONDITIONS SECTION ON THIS BASIS WE WILL CARRY OUT THE INSPECTION AS PER THIS AGREEMENT AND THAT WE CAN RELY ON THIS AGREEMENT.

Please ensure you enter your last name on the bank transfer information and forward a scan or SMS Pic of receipt of payment to Impact for the release of the report.

NAB PAYMENT/ NAB BANKING DETAILS:

ACCOUNT NAME: *IMPACT*

BSB: *082-798*

ACCOUNT NUMBER: *34 – 562 – 9402*