

# INSPECTA HOMES

Building Consultancy BC 821



## TIMBER PEST INSPECTION AGREEMENT

PROPERTY TO INSPECT:

CLIENT NAME:

AGREEMENT NUMBER:

**Inspection and Report:** The inspection will be as outlined in Australian Standard AS4349.3-1998 Inspection of Buildings Part 3: Timber Pest Inspections.

A copy of the appropriate Standard may be obtained from RAPID Solutions at Your cost by Phoning (02) 49543655 or by email to [support@rapidsolutions.com.au](mailto:support@rapidsolutions.com.au) or from Standards Australia.

Upon receipt of the signed agreement, We will carry out the inspection and report ordered by You in accordance with this agreement and You agree to pay for the inspection and the 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 the report.

### SCOPE OF THE INSPECTION AND THE REPORT

1. The inspection will be carried out in accordance with AS4349.3-1998 Inspection of Buildings Part 3: Timber Pest Inspections. **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. The inspection shall comprise a non-invasive visual assessment and will be limited to those 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 for the structures within 50 metres of the building and within the site boundaries including fences.
3. 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 damp wood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.
4. 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 (*Hylotrupes bujulus Linnaeus*) will be excluded from the Inspection.

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**5.** 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. The inspector may use a moisture meter to check moisture levels in walls that back onto wet area 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.

**6.** The Inspection will report on any evidence of 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 treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.

## **LIMITATIONS**

**7.** 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.

**8.** 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. 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.

**9.** 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. In some cases the concealment may be deliberate. Where the Report says the property is occupied You agree to:

**a)** Obtain a statement from the owner as to

1. Any Timber Pest activity or damage
2. Timber repairs or other repairs
3. Alterations or other problems to the property known to then
4. Any other work carried out to the property including Timber Pest treatments
5. 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.

Ideally this information should be given to the inspector prior to the inspection being conducted.

**10.** Nothing contained in the report will imply that any inaccessible or partly inaccessible areas(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.

**11.** 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. Therefore it is advised that You obtain an inspection of common areas prior to any decision to purchase.

**12. MOULD (MILDEW) AND NON WOOD DECAY FUNGI DISCLAIMER** - 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. No inspection will be carried out for Mould (Mildew) and non-wood decay fungi and no report on the presence or absence of Mould will be provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the general Remarks section of the report. If Mould is noted and you are concerned as to the possible health risks resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

**13. 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 of any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations for the same work.

## **DETERMINING THE EXTENT OF DAMAGE**

**14.** The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert, as the inspector is not qualified to give an expert opinion. 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.

**15.** If Timber Pest activity and / or damage is found within the structures or the grounds of the property, then damage may exist in concealed areas (eg: 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. Where Our report recommends an invasive inspection and report then You should have such an inspection carried out prior to the exchange of contracts or by the end of the 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.

## **GENERALLY**

**16.** 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.

## THIRD PARTY DISCLAIMER

**17.** 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.

### **18. 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.

### **19. Release**

You release Us from any and all claims, actions, proceedings, judgements, 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.

### **20. Indemnity**

You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgements, 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.

### **21. Infrared Thermal Imaging**

This inspection may include the use of an Infrared Thermal Imaging Camera, if requested by YOU. Under appropriate conditions, the thermal imaging camera can aid in the identification of termites and or termite damage within concealed areas such as wall frames, rood voids, and under floors. Thermal cameras are designed to identify anomalies in surface temperature which may assist in the identification of termites and or damage. However, other items that display thermal activity such as hot water pipes, insulation and other pests or animals may be detected within concealed areas. It is also possible that in some circumstances, termite activity may not be identified. The camera is not 100% guaranteed for the identification of termites and or damage and does not replace the need for an invasive inspection. If an anomaly is identified, Inspecta Homes will not be responsible for an invasive inspection and or the repairs of any damage caused by an invasive inspection whether the anomaly was termites or not.

## 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.

**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.

**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).

**High** moisture reading means a reading on a moisture meter that is higher than the norm for 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.

**Inactive** means the absence of live timber pests at the time of inspection 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 further investigation and further 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 "Our/Us/We" below.)

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

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

**Property** means the structures and boundaries etc. up to fifty (50m) 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, fences etc. outside the fifty (50) meters from the exterior walls of the main building be inspected no such inspection will be carried out.

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

**Safe and Reasonable Access** means access to areas as defined in AS4349.3-1998.

The Standard defines the extent of safe and reasonable access as access to "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers."

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 furniture or stored goods."

**Termites** means subterranean and damp wood termites (white ants) and does not include Dry wood termites.

**Timber Pests** means subterranean and damp wood termites (white ants), borers of seasoned timber and wood decay fungi (rot).

**Our/Us/We** means the company, partnership or individual named below that You have requested to carry out the property inspection and report.

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

**The following access table is taken from AS 4949.3-1998 and shows the minimum dimensions for an access hole and crawl space for the roof interior, exterior and subfloor.**

**Access Table from AS 4349.3-1998**

Area	Access Hole	Crawl Space	Height
Roof Interior	400mm x 500mm	600mm x 600mm	Accessible from a 3.6m ladder
Roof Exterior			Accessible from a 3.6m ladder placed on the ground.
Subfloor	500mm X 400mm	Vertical Clearance: Timber noon 400mm to bearer, joist, or other obstruction. Concrete Floor: 500mm	

**UNDERSTANDING**

You agree that in signing 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 on delivery of the report.

If You fail to sign and return a 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.

Are there any Special Requirements: **YES / NO**

*Note: Additional inspection requirements requested by You may incur additional expense.*

**COST OF REPORT:**

**PROPERTY TO INSPECT:**

**AGREEMENT NUMBER:**

**Client Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Signature** .....

**Signed for and on behalf of INSPECTA HOMES**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Signature** .....

**Please fax this document to INSPECTA HOMES (02) 49 698 555  
Or Mail to INSPECTA HOMES PO BOX 596 HAMILTON, NSW 2303**