

# Pre-purchase Building Inspection Agreement

## **TYPE OF PROPOSED INSPECTION ORDERED BY YOU:**

**Inspection & Report:** 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 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.

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.

## **SCOPE OF THE INSPECTION & THE REPORT**

1. The Inspection will be carried out in accordance with AS4349.1-2007 for Pre-Purchase Residential Buildings and 4349.0 for Commercial Buildings and non Pre-Purchase Residential Buildings ( General Condition Reports ). **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.** Areas for Inspection shall cover all safe and accessible areas. In the case of Commercial Buildings, the inspection will be carried out in Accordance with AS4349.0 and will include building elements as outlined in Appendix C of AS4349.1-2007.
2. 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 but within the site boundaries including fences.
3. Subject to safe and reasonable access (See Definitions below) the Inspection will normally report on the condition of each of the following areas:-

The interior ( excluding paint finish, furnishings, carpets, blinds, curtains etc )	The exterior	The roof exterior
The roof void	The subfloor	

4. 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.
5. 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.

6. 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.
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 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.
9. The Inspection excludes inside the walls, paint finish internally, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
10. 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.
11. The Inspector 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, licensed and insured Timber Pest Inspector.
12. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
13. **ASBESTOS:- No inspection for asbestos will be carried out at the property and no report on the presence or absence of asbestos will be provided.**
14. **MOULD (MILDEW) AND NON-WOOD DECAY FUNGI**  
**DISCLAIMER:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
15. **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.
16. 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.
17. The Inspection and Report WILL NOT report on any defects which may not be apparent due to prevailing weather conditions at the time of inspection. Such defects may only become apparent in differing weather conditions.

18. 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.
19. 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 applicable). 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.
20. 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.

**21. THIRD PARTY DISCLAIMER:**

Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

**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.**

**22. 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 Person, although there is no obligation for Us to do so.

**23. 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.

**24. 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.

## **DEFINITIONS**

For the purpose of this inspection, the following definitions apply.

### **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)**

An opening in flooring or ceiling or other part of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.

### **Accessible area**

An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.

### **Building element**

Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

NOTE: For example supporting, enclosing, furnishing or servicing building space.

### **Client**

The person or other entity for whom the inspection is being carried out for. 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**

Fault or deviation from the intended condition of a material, assembly or component.

### **Inspector**

Person or organization responsible for carrying out the inspection. ( See also "Our/Us/We" below ).

### **Limitation**

Any factor that prevents full or proper inspection of the building.

### **Major defect**

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**

A defect other than a major defect.

### **Good**

The item or area inspected appears to be in sound condition without any significant visible defects.

**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**

The document and any attachments issued to You by 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 AS4349.1-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural and 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 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.

<b>Area</b>	<b>Access hole</b>	<b>Crawl space</b>	<b>Height</b>
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. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.**

**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.

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 or before 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.

### **UNDERSTANDING**

If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to Your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents.

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 or before delivery of the report.

If You fail to sign and to 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.

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