



MAL WRIGHT Building Inspections
A division of Mal Wright Group Pty Ltd - ACN 121784174
ABN 22121784174

Building Clerk of Works Certificate No. 122493
Builders License 40501

Head Office Address: 274A Maitland Road Mayfield NSW 2304
P.O. Box 266, Mayfield NSW 2304

Phone: (02) 49684630 - Mobile: 0403092899 - Email address: inspections@malwright.com.au
Port Stephens office - Phone: (02) 49819229



AS/NZS 4801 (2001) OH&S
AS/NZS ISO (14001) 2004 Environmental
AS/NZS ISO (9001) 2008 Quality

Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1: Pre-Purchase inspections – Residential buildings – Appendix C

Appendix C: PRE-PURCHASE BUILDING ELEMENTS AND SERVICES INSPECTION

Building Inspection Agreement as required for Building Inspection Reports to Australian Standards AS 4349.1-2007 Section 2, page 9

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) 4954 3655 or by email to 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.

Type of proposed inspection ordered by You: Part 1: Pre-purchase inspections-Residential buildings Appendix C: Building Elements Inspection in accordance to Australian Standard AS4349.1-2007

The inspection report shall be in writing or otherwise in a form that will enable the client to retain a permanent written record of the report.

The report must be paid for in full prior to the inspection taking place, Please view your tax invoice for details of payment methods.

Cancellations

If you are to cancel the report, this must be done by phone direct to Mal Wright on 0403 092 899 within 24 hrs prior to the inspection date on page 1 of this agreement or a 25% cancellation fee will apply. If the report is cancelled before 24hrs prior to the inspection taking place a 10% cancellation will apply for administration costs.

If you cancel the inspection and wish to leave the money already paid in trust, then this money can be used as payment for your next inspection. So then NO cancelation fees will apply. If this is the case just let us know as soon as possible.



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Please Note

To avoid any misunderstanding as to the type of inspection We will carry out and the scope of the resulting report You should immediately read, sign and return the white copy of this agreement to Us. If You fail to return the signed 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 ordered by You in accordance with this agreement and You agree to pay for the inspection and the report on delivery of the report.

The inspector shall inspect all building elements. The building elements typically present in residential buildings. The Inspection will be carried out in accordance with AS4349.1-2007. The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date and time of inspection. Areas for Inspection shall cover all safe and accessible areas.

SCOPE OF THE INSPECTION & THE REPORT:

The Inspection will be carried out in accordance with AS4349.1-2007. The purpose of 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.

1. 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.
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 and 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
 - The roof void
 - The exterior
 - 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.



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Limitations

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 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 of reasonable entry and access.
2. 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.
3. 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.
4. The inspector **CANNOT** see or inspect and **EXCLUDES** inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation and sisalation in the roof void will conceal timbers and may make inspection of the area unsafe for the inspector. 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 under Australian Standards AS 4349.0-2007.
5. 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.
6. The inspection **WILL NOT** report on the presence or not of Timber Pest activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.
7. If Timber Pest damage is found then it will be reported. The inspector will only then report on the damage which is readily visible. There may be concealed damage in walls etc and We strongly recommend You arrange for Us to carry out an invasive inspection to discover the full extent of the damage. If any evidence of Timber Pest damage is reported then Timber Pest activity may also be present. It is very important that You have an AS 4349.3-1998 Timber Pest Inspection carried out by a fully qualified, licensed and insured Timber Pest Inspector.
8. The inspector will report the conditions that **on the day and at the time of the inspection** were evident and visible. The Australian Standard AS 4349.1-2007 warns that the report must not be seen as an all-encompassing report but rather as a “reasonable attempt to identify significant items”. Minor defects and imperfections will be reported as a part C which is a Building Elements report. The inspection and report **CANNOT** 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.



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9. **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. 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.
10. **MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
11. **Estimating Disclaimer:** No 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.
12. 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. 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, timber repairs or other repairs, alterations or other problems to the property known to them and what, if any, other work has been carried out to the property including Timber Pest treatments. It is important to obtain copies of any paperwork issued and the details of all work carried out. Ideally the information obtained should be given to the inspector prior to the inspection being carried out.
- a) Obtain a statement from the owner as to:
- I. any Timber Pest activity or damage;
 - II. timber repairs or other repairs alterations or other problems to the property known to them
 - III. any other work carried out to the property including Timber Pest treatments
 - IV. 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.



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13. The inspections Will not cover or report on the following conditions (see AS 4349.1-2007 for full details):

- Environmental matters such as aspect, sunlight, privacy, streetscape, views etc.
- Proximity to railways, flight paths or busy road traffic etc.
- Health or safety conditions such as the presence of asbestos, lead, radon, and urea formaldehyde or toxic soils etc.
- Heritage or security matters
- The inspector will not report on pools, spas or ponds etc. You should obtain the services of a pool specialist to carry out an inspection and report.

The inspections Will not cover or report on the following conditions (see AS 4349.1-2007 for full details) continued:

- Apart from surface water drainage, site drainage including storm water and sewage.
- The condition of pools or spas ponds etc.
- Fire protection or safety.
- Plumbing and electrical wiring etc including unauthorised or illegal plumbing or electrical work.
- Unauthorised or illegal building work,
- The durability of exposed finish materials.
- Neighbourhood usage such as pests, closeness to mines, public transport, hotels, stormwater drains, public entertainment venues etc.
- Document analysis eg sewer drainage, plans and diagrams, surveys, building approvals, compliance etc.

14. A full list and details of the areas and item to be inspected are contained in the Australian Standard AS 4349.1-2007.

15. 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.

16. 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.

17. If the inspection is a Pre-purchase Inspection Report then We recommend that You having the following inspection and reports carried out: -

18. Timber Pest Inspection report in accordance with AS 4349.3-1998 Timber pest inspections by a fully qualified, insured and licensed Timber Pest Inspector. **(This inspection and report is strongly recommended.)**

19. An inspection, testing and report of all electrical installations and wiring by an insured and licensed electrician.

20. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.



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21. Any other inspection and report on such matters as plumbing, Pool condition, lift hydraulics, mechanical services and geotechnical conditions by an appropriately qualified, insured and licensed person.
22. Where Our report recommends another type of inspection and report or an invasive inspection and report then You should have such an inspection carried out. 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.
23. 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.

General

24. 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.
25. **Acceptable criteria** The building shall be compared with a building that was constructed in accordance with the generally acceptable practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.
26. **THIRD PARTY DISCLAIMER:** We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement.
Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.
27. **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.



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28. **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.
29. **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.
30. **Decking's and/or Verandah's;** Where a dwelling has decking's and/or verandah's I recommend the structural integrity and construction be assessed by an engineer or other suitably qualified person is essential; I also recommend inspections of the timber structures are performed by an engineer or other suitably qualified person at least every 12 months. Injury can be cause if a decking or verandah collapses.



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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 which was constructed at approximately the same time, using practices which were generally accepted as normal for that time and that the property has received maintenance to ensure that the intended strength and serviceability of the building have not significantly deteriorated over time.

Access hole (cover) means a hole in the structure allowing safe entry to an area.

Accessible area is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

Building Element means a part of a building performing a particular function either singularly or in conjunction with other such parts.

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 variation or fault in material or a component or assembled element that deviates from its intended appearance or function.

Inspector means the company, partnership or individual named below that You have requested to carry out a Building Inspection and Report. (See also "Our/Us/We" below.)

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

Major defect means a defect of such significance that without correction would not avoid Safety Concerns, loss of the intended practical performance of the building element or an additional decline in the existing condition of the property inspected.

Minor defect means a defect which is not a Major Defect.

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

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

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

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.



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DEFINITIONS: (continued)

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 3.6M ladder placed at ground level.

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.

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

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.

Safe and Reasonable Access does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standard defines the extent of safe and reasonable access as follows: "The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal."



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AGREEMENT of the INSPECTION & THE REPORT continued:

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.

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

Signed for and on behalf of Mal Wright Building Inspections

X

by Malcolm James Wright

Are there Special Requirements / Conditions requested by the Client/Client's Representative regarding the Inspection and Report: Yes

The building inspector will perform the building inspection with the aid of a thermal imaging camera included in this price.