



Better Building Inspections
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BETTER BUILDING INSPECTIONS

PRE-PURCHASE BUILDING INSPECTION AGREEMENT

Please carefully read the relevant agreement for the service you require and sign and return this agreement to Better Building Inspections.

The inspection will be a visual inspection only carried out in accordance with AS4349.1 2007 Part 1. 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 the building elements outlined in Appendix C of AS4349.1-2007.

A copy of the appropriate Australian Standard AS4349.1-2007 with Appendices may be obtained from Better Building Inspections at your cost by phoning 0412 652 529 or by emailing grant@betterbuildinginspections.com or from Standards Australia.

Better Building Inspections will carry out the inspection and report in accordance with this agreement and you accept to pay the agreed fee, as per our schedule of fees provided, prior to the undertaking of the inspection and report.

It is requested that payment of our fee be made via direct transfer into the following account or by cash/cheque.

Account Details

ACCOUNT NAME: Better Building Inspections (NSW)
BSB: 650 000
ACCOUNT NO. 506 907 806

Please describe your transaction with your “Surname” and “Property Suburb” or abbreviated version of Property Suburb (i.e. Smith Charlestown)

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 accompanying report.

SCOPE OF THE INSPECTION & REPORT

This is a visual inspection only carried out in accordance with AS4349.1 2007 Part 1. 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 inspection shall comprise a visual assessment of the items listed in Appendix C of AS4349.1-2007 for the structures within 30 metres of the building and within the site boundaries including fences.
2. Subject to safe and reasonable access (see definition below) the inspection will normally report to the condition of each of the following areas:
 - The interior of the building
 - The roof space
 - The exterior of the building
 - The sub-floor space
 - The roof exterior
3. The inspector will report individually on major defects and safety hazards evident and visible on the date and the time of the inspection. The report will also provide a general assessment of the property and collectively comment on minor defects which form a normal part of property maintenance.
4. 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.

5. 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 an approximate age. Areas for inspection shall cover all safe and accessible areas.

LIMITATIONS

The inspector will conduct a non-invasive visual inspection which will be limited to those areas and sections of the property to which have 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.

The inspection will not involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, walls and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal items.

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 performance.

The inspection excludes the inside of wall, between floors, inside skillion roofing, inside the eave, 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.

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.

The inspection will not look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS4349.3-2010 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.

If timber pest damage is found then it will be reported. The inspector will only report on the damage that is visible.

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), (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.

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

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.

APPEARANCE DEFECT: Where in the inspector's opinion the appearance of the building element has blemished at the time of the inspection and the expected consequence of this blemish is unknown until further information is obtained.

SERVICEABILITY DEFECT: Where in the inspector's opinion the function of the building element is impaired at the time of the inspection and the expected consequence of this impairment is unknown until further information is obtained.

STRUCTURAL DEFECT: Where in the inspector's opinion the structural performance of the building element is impaired at the time of the inspection and the expected consequence of this impairment is unknown until further information is obtained.

GENERAL DEFINITIONS

Please read and understand the following definitions of words used in this report. This will assist the reader to understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the report.

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): An opening in flooring or ceiling or other part of a structure 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.

Associated Works: Any area or item, other than building proper, that is specified in the inspection agreement.

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

Client: 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.

Defect: A variation or fault in material or a component or assembled element that deviated from its intended appearance or function.

Inspector: The company, partnership or individual named below that has been requested to carry out a Building Inspection and Report.

Limitation: Any factor that prevents full achievement of the purpose of the inspection.

Major Defect: 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: A defect which is not a Major Defect.

Person: Any individual, company, partnership or associated who is not a client.

Property: The structure and boundaries up to thirty meters (30m) 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 attachment issued to the client by Better Building Inspections.

Structural Inspection: 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, window, 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.

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

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

CONDITIONS OF THE REPORT

1. 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 advise of structural nature, you should contact a structural engineer.

2. Building Inspection: means an inspection of a domestic house for the purpose of assessing the general condition of the structure. The minimum requirement of this inspection is defined by the Australian Standard AS 4349 Part 1 Property Inspections – Residential buildings.

3. THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the inspector on the date of the Inspection. The inspection DID NOT include any breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions.

The Inspector CANNOT see inside walls, between floors, inside skillion roofing, behind secured goods in cupboards, other areas that are concealed or obstructed.

The Inspector DID NOT dig, gouge, force or perform any other invasive procedures.

Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

4. This report does not and cannot make comment upon: defects that have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB: such matters may upon request be covered under the terms of a Special-purpose Property Report.)

5. CONSUMER COMPLAINTS PROCEDURE. In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved with ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation, then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.

6. Generally asbestos cement was used in buildings built prior to 1983, therefore, if this building was constructed prior to 1983, it must be assumed that this building contains these products. While remaining in an undisturbed state and in reasonable condition, asbestos cement products present negligible health risks. It is noted strict guidelines are required by regulative authorities in reference to working with and/or the removal of asbestos related products. It is strongly recommended that further information should be obtained from these authorities before any work is undertaken involving this material.

7. ASBESTOS DISCLAIMER: No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the inspection asbestos or materials containing asbestos happen to be noticed then this may be noted in the SUMMARY section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing and removal. If asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing and removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to people's health. You should seek advice from a qualified asbestos removal expert.

8. **MOULD (MILDEW AND NON_WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non-wood decay fungi is commonly known as Mould. However, mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. If in the course of the inspection, Mould happened to be noticed it may be noted under the headings of the area where it was found. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting in 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.

9. The building inspection company does not hold any responsibility for any repair of defects disclosed by this inspection report including damage, which exists in areas that were inaccessible on the date of this inspection.

10. **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 twelve months from the date of inspection.'

It is understood however that any problems or queries regarding the inspection and report would be Queried or referred to the inspection company within three months of taking possession.

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.

11. **DISCLAIMER OF LIABILITY TO THIRD PARTIES:** The information contained in this report is for the benefit of the client named above. No liability or responsibility is accepted for any third party who may rely on this report.

12. **ESTIMATING DISCLAIMER:** Any estimates provided in this 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 cost to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependant upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

13. **SHOWER RECESSES:** Tests may be made on shower recesses to detect leaks (if water is connected). The tests may not reveal leaks or show incorrect waterproofing if silicone 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. The tests on the shower recesses are limited to running water within the recesses and visually checking for leaks As showers are only checked for a short period of time, 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.

GLASS CAUTION: Glazing in older houses (built before 1978) may not necessarily comply with current glass safety standards AS1288. In the interests of safety, glass panes in doors and windows especially in trafficable areas should be replaced with safety glass or have shatterproof film installed unless they already comply with the current standard.

14. **STAIRS AND BALUSTRADES:** Specifications have been laid down by the Australian Building Code – Section 3.9 covering stairs, landings, balustrades to ensure the safety of all occupants and visitors in a building. Many balustrades and stairs built before 1996 may not comply with the current standard. You must upgrade all such items to the current standard to improve safety.

15. **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 were not 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.

16. **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.

17. **TREES:** Where trees are too close to the house this could affect performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and advise on the best course of action with regards to the trees.

18. **THE SEPTIC TANKS:** Should be inspected by a licensed plumber.

19. **SWIMMING POOLS:** Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by the Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in fines for non-compliance under the legislation.

20. **SURFACE WATER DRAINAGE:** The retention of water from surface run off could have an effect on the foundation material, which in turn could affect the footings of the house. Best practice is to monitor the flow of surface water and stormwater run off and have the water directed away from house or to storm water pipes by a licensed plumber/drainier.

(Continued over page...)



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 services detailed within this agreement prior to the undertaking of the property inspection.

This agreement is to be read in conjunction with Better Building Inspection's Terms and Conditions.

If you fail to sign and return a copy of this agreement to Better Building Inspections and do not cancel the requested inspection then you agree that you have read and understand the contents of this agreement and that Better Building Inspections will carry out the inspection on the basis of this agreement and that Better Building Inspections can rely on this agreement.

Any additional inspection requirements requested by you may incur additional expense in regards to the cost of the inspection.

PLEASE SIGN

Client / Client Representative

Name:

Postal Address:

Mobile No. :

Email:

Signature:

Date:

Better Building Inspections

Name:

Signature:

Date: