



## Building & Pest Pre-inspection Agreement

Agreement # 5720

5 Sample Street  
Sample,

### Property to be Inspected

5 Sample Street  
Sample,

Type of proposed inspection & report ordered by you:

Inspection booked for **Sunday, 1st June 2008** at **8:00 AM**

Cost of the Inspection & Report including any requested Special Requirements/Conditions: \$

**IF YOU FAIL TO ACCEPT THIS AGREEMENT AND DO NOT CANCEL THE REQUESTED INSPECTION THEN YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT (INCLUDING OUR TERMS & CONDITIONS OF TRADE AT PART D) AND THAT WE WILL CARRY OUT THE INSPECTION ON THE BASIS OF THIS AGREEMENT AND THAT WE CAN RELY ON THIS AGREEMENT.**

### PART A

#### General Information

1. Where the report contains any clauses or provisions which contract this document the clauses and provisions in this document will prevail.
2. You agree that we cannot accept any liability for our failure to report a defect concealed by the owner of the building being inspected and you agree to indemnify us for any failure to find such concealed defects.
3. Where our report recommends another type of inspection including an invasive inspection and report then you should have such an inspection carried out either before exchange of contracts or the end of any 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.

#### GOVERNING LAW AND EXCLUSIVE JURISDICTION

4. This agreement is governed by the law in force in the State or Territory where the property that is the subject of the report is geographically located ("the relevant jurisdiction"). The client and the inspector submit to the exclusive jurisdiction of the courts of the relevant jurisdiction or any component Federal court exercising jurisdiction in the relevant jurisdiction. The dispute must be determined in accordance with the law and practice applicable in the court.

#### RELIANCE

5. Compensation will only be paid to the client in respect of any alleged breaches of contract or tort relating to the report.

## UNDERSTANDING

6. If there is anything in this agreement that you do not understand then, prior to the commencement of the inspection, you must contact our office and clarify the matter to your satisfaction.

## EXCLUSIVE USE

7. Only the client may rely on the report.
8. The client releases Property Works from 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 of the report by the client to a person without our express written permission.
9. The client indemnifies Property Works 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 of the report by the client to a person without our express written permission.

## DEFINITIONS – General

**Access hole** – means a hole in the structure allowing entry to an area.

**Client** – means the person(s) for whom the inspection is to be carried out and who is named in the report. If ordered by the client's agent then it is agreed that the agent represents the client and has the authority to act for and on behalf of the client.

**Inspector** – means the company, partnership or individual named below that you have requested to carry out a Timber Pest or Building Inspection and Report.

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

**Report** – means the document issued to the client by Property Works following the inspection ordered on the property.

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

## PART B

### Building Inspection Terms & Conditions

**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 shall be limited to the nominated residence and does not include common property as in accordance to Appendix B of AS4349.1-2007.

If a Property Works special purpose inspection has been agreed to, the following will be included in addition to the Building Elements in Appendix C of AS4349.1-2007.

Electrical appliances (eg. dishwashers, ovens, hot plates etc)  
Power points  
Air conditioners  
Automatic roller doors  
Smoke detectors  
Heating (not including fireplaces)  
Exhaust fans

**Note: The inspection of electrical equipment is not carried out by an electrician and is purely a test to determine that these appliances are operational at the time of the inspection.**

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 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. **The purpose of the inspection is to provide advice to a prospective purchaser/client regarding the condition of the property at the date and time of inspection.** 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 Inspector will normally report on the condition of each of the following areas:
  - The interior
  - The roof void
  - The exterior
  - The subfloor
  - The roof exterior
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 could form a normal part of property maintenance. The report may include photos of major defects to assist a purchaser/client to correctly identify the location or nature of a particular defect.
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 inspection and report provided is on an exceptions basis as set out in AS4349.1-2007 section 4, clause 4.1. Non-defective items and areas, and areas performing to the correct standard will not necessarily be reported on.

#### **LIMITATIONS**

7. 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 cost upon request following the provision of reasonable entry and access.
8. 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, claddings, fixtures, floors, pavers, furnishings, appliances or personal possessions.

9. 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 permanence.
10. 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 inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
11. The Building 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.
12. The Inspection WILL NOT look for or report on 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.
13. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.
14. **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 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 of sealing or of removal.
15. **Mould (Mildew) and Non-Wood Decay Fungi Disclaimer :** No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.
16. **Estimating Disclaimer:** Estimates are not provided as part of a building report unless otherwise agreed under the "additional special requirements" sections at the the bottom of this part B. However if estimates are provided in the Report they are merely opinions of possible costs that could be encountered. Therefore, these estimates are 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, if they do occur you agree to obtain and rely on independent quotations for the same work.
17. As a buyer 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:
    - i. any Timber Pest activity or damage
    - ii. timber repairs or other repairs
    - iii. alterations or other problems to the property known to them
    - iv. any other work carried out to the property including Timber Pest treatments
    - v. 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.

18. **The Standard Inspection and Report** will not cover or report the items listed in Appendix D to AS4349.1-2007. Where the property is a strata or similar title, the inspector will only inspect the interior and immediate exterior of the particular unit 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.

**A Special Purpose Inspection and Report** includes in addition to the standard inspection (as above) the inspection of electrical equipment is purely a test to determine that the appliances are operational at the time of the inspection. This includes the following where possible: lights, power points, fixed appliances such as dishwashers, stoves, ovens, hotplates, rangehoods, exhaust fans, smoke alarms, heating units, air conditioning units, automatic garage door operators, ducted vacuum systems. The inspection of swimming pools, spas, electrical wiring, concealed plumbing, fireplaces, alarms and hazards is not included. This type of inspection can only be carried out if the electricity is connected to the property and is not carried out by a qualified electrician. If you would like a full assessment you would need to engage the services of a qualified electrician.

**Note:** If the power has been turned **on** within less than 24 hours of our inspection and the property has an "off peak" hot water unit, this may inhibit a full inspection of the unit as it can take up to 24hrs to reheat the unit.

19. 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.
20. 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.
21. 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.
22. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue.

#### GENERALLY

23. 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 our insurer. 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:

24. 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. The regulation also states that the report can not necessarily be relied upon if it is more than six months old.

25. **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.
26. **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.
27. **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.

#### 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.

**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.

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

**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 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.

**SUB FLOOR** - 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.

**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 accepting 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 and report after the inspection has been completed and prior to the report being released to you as per the terms and conditions of trade.

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

## **PART C**

### **Timber Pest Inspection Terms & Conditions**

**If You fail to accept 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.**

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 this agreement and You agree to pay for the inspection and report 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.

### **INSPECTION.**

1. In the case of Pre-purchase and Pre-Sale Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-1998 Inspection of buildings Part 3: Timber pest inspections.
2. In the case of Termite Inspections the inspection will be carried out in accord with AS 3660.2-2000 Termite management Part 2: In and around existing buildings and structures.
3. A copy of these Australian Standards may be obtained from Standards Australia.
4. Termite Inspections are not recommended for pre-purchase inspections. AS 3660.2-2000 states this and says that the standard that should be used is AS 4349.3-1998. However, if You request only a Pre-purchase Termite Inspection then the inspection will be in accord with AS 3660.2-2000 and not AS 4349.3-1998.
5. All inspections (whether in accord with AS 4349.3-1998 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.
6. 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.
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, fittings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
8. 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 roof 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 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 case 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 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.

10. In the case of Pre-Purchase & Pre-Sale Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.2-1998 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.
11. 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.
12. 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 (*Hylotrupes bujulus Linnaeus*) will be excluded from the Inspection.
13. 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 treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.
14. **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. **No inspection for Mould will be carried out at the property 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 this report.** If Mould is noted as present within the property and you are concerned as to the possible health risk 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.

#### **LIMITATIONS.**

15. 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.

#### **DETERMINING EXTENT OF DAMAGE.**

16. The Report will state timber damage found as '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.
17. 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, 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.

#### **COMPLAINTS PROCEDURE**

18. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual 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 a mediator nominated by us. The cost shall be met equally by both parties or as agreed as part of the mediated 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 PARTIES

19. **The Report will be made solely for the use and benefit of the Client. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk.**

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.

### DEFINITIONS

20. 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 Timber Pest Inspection or a Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the inspection.

**Access hole** means a hole in the structure allowing entry to an area.

**Active** means the presence of live timber pests at the time of inspection.

**Client means** the person(s) for whom the inspection is to be carried out. If ordered by the client's Agent then it is agreed that the Agent represents the client and has the authority to act for and on behalf of the client.

**High** moisture readings means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading 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 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.*

**Property** means the structures, gardens, trees and fences etc 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 the 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 Standard AS 3660 refers to AS 4349.3-1998 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.

**SUB FLOOR** – 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.

**ROOF EXTERIOR** – must be accessible by a 3.6M ladder.

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** 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.**

21. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us 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 accepting this agreement You have read and understood 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 and report after the inspection has been completed and prior to the report being released to you.

#### **PART D**

### **Property Works Pty Ltd T/A Property Works ACT & Austco Building Services T/A Property Works (Sth Coast) – Terms & Conditions of Trade**

#### **1. Definitions**

1.1 "Seller" shall mean Property Works Pty Ltd T/A Property Works ACT its successors and assigns or any person acting on behalf of and with the authority of Property Works Pty Ltd T/A Property Works ACT.

1.2 "Buyer" shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by the Seller to the Buyer.

1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.

1.4 "Goods" shall mean reports or any other Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Buyer.

1.5 "Services" shall mean all Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the price payable for the Goods as agreed between the Seller and the Buyer in accordance with clause 2 of this contract.

#### **2. Price And Payment**

2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods and/or Services supplied.

2.2 Payment shall be due when agreed between the Buyer and the Seller. Notwithstanding the same the Buyer

acknowledges that where the Buyer has not paid for a report within two (2) days of advice that the report is ready and that payment for the report is due that the Seller shall be entitled to invoice the Buyer for the full amount due and that payment for the invoice shall be due within seven (7) days of the date of the invoice. In the event that payment of that invoice is not made when due then the provisions contained in clauses 3 & 5 shall be applicable.

2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

### **3. Default & Consequences Of Default**

3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

3.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

### **4. Title**

4.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:

- (a) the Buyer has paid all amounts owing for the particular Goods, and
- (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

### **5. Privacy Act 1988**

5.1 The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

5.2 The Buyer and/or the Guarantor/s agree that the Seller may exchange information about the Buyer and the Guarantor/s with those credit providers either named as trade referees by the Buyer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by Buyer; and/or
- (b) to notify other credit providers of a default by the Buyer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of Buyer and/or Guarantor/s.

5.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

5.4 The Buyer agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and/or
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods.

5.5 The Seller may give information about the Buyer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Buyer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

**6. Cancellation**

6.1 The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Seller shall repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

6.2 In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

6.3 The Buyer acknowledges that once preparation of any report ordered by the Buyer has commenced that no cancellation of the Buyer's order will be accepted and that the Buyer shall be liable for the full cost of the report as specified.

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