



SYDNEY INDEPENDENT
BUILDING INSPECTIONS

BUILDING INSPECTION AGREEMENT

Thank you for requesting Sydney Independent Building Inspections ('SIBI') to undertake a Building Inspection Report on Your behalf.

IT IS ESSENTIAL THAT YOU READ AND UNDERSTAND THIS PAGE PRIOR TO ACCEPTING THE TERMS OF ENGAGEMENT.

The Australian Standard that governs Building Inspections, strongly recommends that to protect both You the Client and the Inspector from any misunderstanding, that a Building Inspection Agreement be made, prior to the Inspection.

If You have any special instructions or changes to the Agreement please include details in the 'Special Instructions' tab of the online booking form or send to Us via facsimile or email prior to accepting the Terms of this Agreement.

Please note that should You change Your mind and not cancel the Inspection in accordance with the Agreement 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.

Thank You for Your understanding.

BUILDING INSPECTION AGREEMENT

TYPE OF PROPOSED INSPECTION & REPORT ORDERED BY YOU:

AS4349.1-2007 Inspection of buildings-Part 1: Pre-purchase inspections - Residential buildings

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 Standards with Appendices referred to in this Agreement may be obtained from *SIBI* at your cost by phoning (02) 8883 2273 or by email to support@sibis.com.au or from Standards Australia.

We will carry out the Inspections and provide the Reports ordered by You in accordance with this Agreement and You agree to pay for the Inspections on or before the delivery of the Reports.

In ordering the Reports, You agree that the Inspections will be carried out in accordance with the following clauses, which define the scope and limitations of the Inspections and Reports to You, Your legal representative or authorised agent.

SCOPE OF THE BUILDING INSPECTION AND REPORT:

The Inspection will be carried out in accordance with *AS4349.1-2007 Inspection of buildings - Part 1: Pre-purchase inspections - Residential buildings*. 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 except for Strata title properties where the Inspection will be according to Appendix B of AS4349.1-2007.

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.

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 of AS4349.1-2007 for the structures within thirty (30) metres of the building and within the site boundaries including fences.
3. Subject to safe and reasonable access (refer to Definitions below) the Inspection will normally report on the condition of each of the following areas:
 - The interior
 - 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 Report does not assess non-standard items including (but not limited to) electrical, plumbing, gas or motorised appliances, geotechnical integrity, survey information etc. It is recommended that a separate Report be obtained with regards to these items by relevant qualified professionals.

LIMITATIONS OF BUILDING INSPECTION AND REPORT:

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 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, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
9. 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.
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 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 cover or report on the items listed in Appendix D of AS4349.1-2007.
13. 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 Inspection of buildings - Part 3: Timber pest inspections*, by a fully qualified and insured Timber Pest Inspector.
14. If Timber Pest damage is found then it will be reported. The inspector will only report on damage which is visible.
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 as detailed in Appendix B of AS4349.1-2007. As such, it is strongly recommended that You obtain an Inspection of common property areas or undertake a Strata search of records relating to common property areas prior to making any decision to purchase.
16. The inspection will not cover or report on swimming pools or spas.
17. The Inspection and Report WILL NOT report 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.
18. 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 the 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.

19. 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 area unsafe. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
20. If the property is occupied YOU should be aware that furnishings or household items may be concealing evidence of problems which may be revealed when the items are moved or removed. In some case the concealment may be deliberate
21. Where the property is a strata or similar title, the Inspector will only inspect the interior and immediate exterior of the particular unit requested. As such, it is strongly recommended that You obtain an Inspection of common property areas or undertake a Strata search of records relating to common property areas prior to making any decision to purchase to ascertain whether any current or previous timber pest activity has been noted and treated on the Common Property areas.

LIMITATIONS GENERALLY:

22. You agree that We cannot accept any liability for Our failure to report a Building 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.
23. 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.
24. 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.
25. 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.Ideally the information obtained should be given to the inspector prior to the inspection being conducted.
 - 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.
26. **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 of sealing or removal.
27. **MOULD (Mildew) and Non-Wood Decay Fungi) Disclaimer:** Mildew and non-wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. NO INSPECTION or REPORT will be made for Mould (Mildew) and non-wood decay fungi.
28. **ESTIMATING DISCALAIMER:** 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 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 the Report. Where they occur you agree to obtain and rely on independent quotations for the same work.
29. **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.

COMPLAINTS PROCEDURE:

30. In the event of a dispute or a claim arising out of, or relating to the Inspection or Report, You must notify us as soon as possible of the dispute or claim by email, fax or mail. You must allow us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within 28 days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of the Arbitrator will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) days of the final days of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaint Procedure and commence litigation against Us then You agree to full indemnify Us against any awards, cost, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

31. THIRD PARTY DISCLAIMER:

Compensation will only be payable for losses arising in contract or tort sustained by You/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 and conditions 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 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 (3) months prior to listing and is not more than six (6) months old.

32. 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 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.

33. 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.

34. Indemnity

You indemnify Us in respect of any and all liability, including 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 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 at approximately the same time using practices which were generally accepted as normal for that time of construction and that the property has received maintenance to ensure that the intended strength and serviceability of the building have not deteriorated over time.

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 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. (Refer also to "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 person or organisation responsible for carrying out the Inspection. (Refer to "Ours/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 other than a Major Defect.

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

Property in relation to a Building Inspection means the structures and boundaries up to thirty metres (30m) 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 only. This **Report** will not include those items noted in Clause A3 of AS 4349.1-2007 eg. Condition of roof plumbing and covering, 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 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 as defined in the table below:

Access Table from AS 4349.1-2007

Area	Access hole	Crawl Space	Height
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 use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.**
2. **Safe access – is at the Inspector’s discretion and will take into account conditions existing on the property at the time of the inspection.**

Ours/Us/We means *SIBI*, the company, partnership or individual named below which You have requested to carry out the property Inspection and Report.

You/Your means the party identified on the front 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.

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 d fully understand the contents.

You agree that in accepting the term of 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. These must be provided to us prior to booking the job. Please include details, if any, in the 'Special Instructions' tab of the online booking form or via facsimile/email.