



**SYDNEY INDEPENDENT
BUILDING INSPECTIONS**

STRATA RECORDS INSPECTION AGREEMENT

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

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

Industry *best practice* strongly recommends that to protect both You the Client and the Inspector from any misunderstanding, that a Strata Records 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.

STRATA RECORDS INSPECTION AGREEMENT

TYPE OF PROPOSED INSPECTION & REPORT ORDERED BY YOU:

Strata Records Inspection Report carried out in accordance with the Strata Schemes Management Act (Division 4 Section 108).

A copy of this legislation can be viewed from the NSW Government website link under the 'HOME OWNERS HUB' tab and 'USEFUL LINKS & DOCUMENTS' page on our website www.sibis.com.au.

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

In ordering the Report, 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 Report to You, Your legal representative or authorised agent.

INSPECTION:

1. The purpose of the inspection is to provide You with information about the building that is not apparent from a visual inspection or any hidden costs that You may be responsible for once You become the apartment or unit owner. As an apartment or unit owner You can be responsible for issues which arise in and around the entire strata property, beyond the reach of Your own apartment or unit.
2. The Inspector will make an application in writing to the Owners Corporation (or its agent or representative) and pay the fee prescribed by the regulations to carry out the inspection of the records and books.
3. The inspection is to take place at such time and place as may be agreed on and, failing agreement, at the parcel at a time and on a date fixed by the Owners Corporation (or its agent or representative) under subsection (5).
4. Legislation allows the Owners Corporation (or its agent or representative) to nominate an inspection date which is within ten (10) days after they receive the application for the inspection.
5. The Inspector will inspect the following records and books which must be made available to them by Owners Corporation (or its agent or representative) at the time of the inspection:
 - (a) the strata roll,
 - (b) any records or documents required to be kept under Division 2,
 - (c) the plans, specifications, certificates, diagrams and other documents required to be delivered to the owners corporation at its first annual general meeting by the original owner or lessor,
 - (d) if in its custody or under its control, the certificate of title comprising the common property or, in the case of a leasehold strata scheme, the certificate of title for the lease of the common property,
 - (e) the last financial statements prepared,
 - (f) every current policy of insurance taken out by the owners corporation and the receipt for the premium last paid for each such policy,
 - (g) any other record or document in the custody or under the control of the owners corporation,

- (h) if the duties of the owners corporation under this subsection have been delegated to a strata managing agent, such other records (including records of the strata managing agent) relating to the strata scheme as may be prescribed by the regulations,
 - (i) if a caretaker agreement is in force or has been entered into but has not yet commenced, a copy of the caretaker agreement.
6. The Inspector will make copies of extracts from the records and books inspected and will not, without the consent of the Owners Corporation (or its agent or representative), remove the records and books from the custody of the Owners Corporation (or its agent or representative).

SCOPE OF THE REPORT:

- 7. The Report will include information obtained during the inspection relating to the following:**
- a. Proposed Major Expenditure under consideration by the Owners Corporation
 - b. History of any Special Levies struck by the Owners Corporation
 - c. Evidence of Harmony issues in the building
 - d. Levies, Payments and Financial Statements
- 8. The Report may also include information obtained relating to the following areas, if available:**
- a. Official Documentation including Managing Agent, Strata Roll, Executive Committee and Title Deeds
 - b. Maintenance Levies
 - c. Financial Extracts of Budgets
 - d. Minutes of Meetings
 - e. By-Laws including Approvals for Animals
 - f. Notices and Orders
 - g. Insurances Details
 - h. Fire, Asbestos and OHS Compliance

LIMITATIONS OF STRATA RECORDS INSPECTION AND REPORT:

9. The information contained in this Report was obtained from the records and the books of the Owners Corporation (or its agent or representative) presented to the Inspector at the time of the inspection.
10. The Report contains general information only. No physical inspection has been made of the building and accordingly all matters contained in this Report is obtained solely from the records and the books provided at the time of the inspection.
11. Unless otherwise stated this report reflects an inspection made of the Owners Corporation (or its agent or representative) records and the books to a maximum of five (5) years prior to the date of inspection.
12. If the Owners Corporation (or its agent or representative) has deliberately withheld or concealed any records from being inspected You agree to indemnify Us for any failure to find such concealed information.
13. 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.

COMPLAINTS PROCEDURE:

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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)

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.

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

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

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.