



SYDNEY INDEPENDENT
BUILDING INSPECTIONS

TIMBER PEST INSPECTION AGREEMENT

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

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

The Australian Standard that governs Timber Pest Inspections, strongly recommends that to protect both You the Client and the Inspector from any misunderstanding, that a Timber Pest 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.

TIMBER PEST INSPECTION AGREEMENT

TYPE OF PROPOSED INSPECTION & REPORT ORDERED BY YOU:

AS4349.3-2010 Inspection of buildings Part 3: Timber pest inspections

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.

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 the 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 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 Inspection, You agree that the Inspection/s will be carried out in accordance with the following clauses, which define the scope and limitations of the Inspection/s and Report/s to You, Your legal representative or authorised agent.

INSPECTION:

1. In the case of Pre-purchase Timber Pest Inspection and all Timber Pest Inspections the inspection will be in accordance with the requirements of *AS4349.3-2010 Inspection of Buildings Part 3: Timber Pest Inspections*. The purpose of the Inspection is to provide advice about the condition of the property concerning timber pest activity as outlined in the Scope of This Agreement.
2. This IS NOT a Termite Inspection carried out in accordance with *AS3660.2-2000 Termite Management Part 2: In and around existing buildings and structures*. Termite Inspections are not recommended for pre-purchase inspections. AS 43660.2 – 2000 states this and says that the standard that should be used for a Termite Inspection is AS 4349.3- 2010. However, you may request a Termite Inspection to be carried out in accordance with AS3660.2 – 2000.
3. Pre-purchase Inspections should be carried out to Australian Standard AS4349.3 -2010 which includes inspection for Termites, Borers and Fungal Decay.
4. 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.
5. 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.

6. 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 insulation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
7. 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.
8. If the property is occupied YOU should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may be revealed when the items are moved or removed. In some cases the concealment may be deliberate. If you are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

SCOPE OF THE INSPECTION & REPORT:

9. In the case of Pre-purchase timber pest inspections in accordance with AS4349.3 -2010 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.
10. The Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMIDAE) and European House Borer (*Hylotrupes bujulus* Linnaeus) will be excluded from the inspection.
11. 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 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.
12. MOULD: Mildew and non wood decay fungi are commonly known as mould as 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.
13. 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

LIMITATIONS OF TIMBER PEST INSPECTION AND REPORT:

14. 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.
15. 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.
16. 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.
17. 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 to ascertain whether any current or previous timber pest activity has been noted and treated on the common property.
18. 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.
19. 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.

LIMITATIONS GENERALLY:

20. Nothing contained in the Report will imply that any accessible or partly accessible area(s) or section(s) of the property are not, or have not been, infested by termites or other 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 future infestation of Timber Pests will not occur or be found.
21. You agree that We cannot accept any liability for Our failure to report evidence of Timber Pests that were concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.
22. 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.

DETERMINING THE EXTENT OF DAMAGE:

23. The Report will not and cannot state the 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 by 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.
24. 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 wether disclosed by the report or not.

COMPLAINTS PROCEDURE:

25. 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.

26. 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.

27. Prohibition on the Provision or Sale of the Report

The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised to do so by Legislation. If We give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause.

However, We may sell the Report to any other Person although there is no obligation for Us to do so.

28. 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.

29. 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.

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.

Active means live timber pests where sighted during 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)

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 that no Active (see definition above) timber pests were detected 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 activity 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.*

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.

Property In relation to a Timber Pest Inspection means the structures, gardens, fences etc up to thirty (30) 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 thirty (30) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

Reasonable Access means only areas to which reasonable access is available are inspected. The Australian Standard AS 3660 refers to AS 4349.3 – 2010 which defines reasonable access. 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 4349.3-2010

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.**

The extent of accessible areas shall be determined by the inspector at the time of the Inspection, based on the conditions encountered at the time of the Inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspector shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal.

Report means the document and any attachments 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.

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.