

## Important Information Regarding the Scope and Limitations of the Inspection and this Report.

**Important Information** Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

**1)** This report is **NOT** an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depend, to a large extent, upon the age and type of the building inspected. **It is unrealistic for the consultant to comment on minor defects and imperfections in the standard property report.** This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-Law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.

**2) THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property **fully accessible** and visible to the Inspector on the date of inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, moldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards, other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. Visible timbers **CANNOT** be destructively probed or hit without the written permission of the property owner.

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

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

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

**6) MOULD, MILDEW AND NON-WOOD DECAY FUNGI DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and not report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the Report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting 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.

**7) ESTIMATING DISCLAIMER:** Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

**8) EXPERT WITNESS ESTIMATING DISCLAIMER:** Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what the contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

**9) (a) DISCLAIMER OF LIABILITY TO THIRD PARTIES:** This Report is made solely for the use and benefit of the Client named on the front of the Report. 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. Subject to 9 (b) below, any third party acting or relying upon this Report, in whole or in part, does so at their own risk.

**(b) Limited Liability to a Purchaser within the Australian Capital Territory only:** Within the Australian Capital Territory (ACT) and in accordance with the Act Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the report may be attached to the Contract for Sale.

**This Report may be attached to the Contract provided that:**

I. This Report must include:-

(a) the Inspection Date; and

(b) the date the Report was prepared: and

(c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the report.

II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in Act) for inclusion in a publicly available register:-

(a) the fact that this Report has been prepared; and

(b) the street address of the property inspected; and

(c) the Inspection Date stated in this Report; and

(d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and

(e) the name of the Timber Pest Inspector who carried out the inspection.

III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

(a) the inspection was carried out not more than six months prior to the date the property named on the front of the Report was first listed or offered for sale; and

(b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the inspection date; and

(c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange and prior to the expiration of any 'Cooling-off Period' allowed in the Act; and

- (d) the Purchaser completes, signs and dates the 'Notice to the Purchaser' before settlement; and
- (e) the Purchaser transmits by fax, post or otherwise delivers the signed 'Notice to the Purchaser' to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

**NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.**

**IV.** The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

**NOTE:** The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. It is, therefore, **very strongly recommended** that you promptly arrange for another inspection and reporting accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling Off Period' and settlement.

**THIS IS NOT A COMPLIANCE REPORT STRICTLY IN ACCORDANCE WITH CIVIL LAW (SALE OF RESIDENTIAL PROPERTY) REGULATIONS.**

The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy, however any comments made by the person who prepared the Report as to whether the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report is obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

The report does not provide any examinations of the plumbing, electrical, heating and also, cooling services and carpet is not lifted nor is furniture moved during this examination. The report is confined to a visual inspection only limited to those areas and sections of the property fully accessible to the Inspector on the date of the inspection. The inspection did not included breaking apart, dismantling, removing or moving objects including, but not limited to foliage, moldings, floor or wall coverings, behind stored goods, in cupboards, other areas that are concealed or obstructed. The Inspector did not dig, gouge, force or perform any other invasive procedures.

This report is valid for a period of 180 days only from the date of inspection and the property should therefore be re-inspected if not purchased within that time. Due to this time frame defects beyond the scope of this inspection could become evident such as brick cracking with seasonal changes, damages from water leaks, electrical, plumbing drainage or abuse.

As per Civil Law (Sale of Residential Property) Regulation 2004 – Act 7 – Section 4 (a) – (i) (ii) (iii) (iv) (v) and Section 4 (b) and Section 4 (c) the Building and Compliance reports have been registered with the Department of Fair Trading in accordance to Act 10 – Section 4 (a) (i) (ii) (iv) (v) and 4 (c) the Pest Report has been registered with Department of Fair Trading.

All Building and Pest Inspectors are accredited and licensed.

## **DEFINITIONS**

### **AS4349 – 1995**

- 1.4.3 Minor faults and defects** – a matter which, in view of the age, type of condition of the residential building, does not require substantial repairs or urgent attention and rectification.
- 1.4.5 Property** – any areas or item other than the residential building and the site which is not the subject of a special report, but which may be specified in the terms of engagement.

**1.4.6 Reasonable access** – areas where safe, unobstructed access is provided and the minimum clearances specified in Table 1 are available; or where these clearances are not available, areas within the consultant’s unobstructed line of sight.

**TABLE 1**  
REASONABLE ACCESS

Area	Access Manhole mm	Crawl Space mm	Height
Roof Interior	450 x 400	600 x 600	Accessible from a 3.6 m ladder
Sub Floor	500 x 400	Vertical clearance Timber floor : 400* Concrete floor : 500	
Roof Exterior			Accessible from a 3.6 m ladder

**\* Underside of bearer**

**Note:** Cracking under 5mm to brick and masonry walls is classed as insignificant and does not need to be mentioned as per Australian Building Standards. Cracking is common in the Canberra Region due to the clay soil, drought conditions that we experience and cracking can appear over a short period of time. We recommend keeping moisture around the footings of the dwelling, during and a drought.

**EXTRACTS FROM AS4349.1 – INSPECTION OF BUILDINGS**

**1.4.3 Minor fault or defect** – Minor defects are common to most properties and may include minor blemishes, corrosion, cracking, weathering, general deterioration, unevenness, and physical damage to materials and finishes. It is common for most of these defects to be rectified over the first few years of ownership or redecoration and renovation are undertaken.

**1.4.7 Residential Building** – shall have the meaning subscribed in the Building Code of Australia and includes ‘Residential Property’.

**1.4.8 Special Purpose Property Report** – the report referred to in Clause 3.2.

**1.4.9 Standard Property Report** – the report referred to in Clause 3.1.

**1.5 INSURANCE** – The consultant shall at all times maintain adequate insurance, including public risk and professional indemnity, and where appropriate, insurance against death or injury to any of his employees.

Name of Inspector/Firm: ACTPRO Pty Ltd t/a ACTPRO

Date of Inspection \_\_\_\_\_

The Street Address of the Property: \_\_\_\_\_

The Suburb: \_\_\_\_\_

Post Code: \_\_\_\_\_

Contact Details: Full Name of the Purchaser: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signed \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_