



Building and Pest Report

50A Ruskin Street Byron Bay

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Agent

Brad Rogan
0420 529 112

McGrath



Pre-Purchase Building & Timber Pest Inspection Report

In accordance with Australian Standard AS 4349.1 - 2007 and AS 4349.3-2010

7a/21-25 Fletcher Street Byron Bay 2481 New South Wales Australia



Pre-Purchase Building & Timber Pest Inspection Report

General Introduction and Purpose of the Inspection

Purchasing a property is a significant investment and it is important that you, as a prospective purchaser, are able to make an informed decision regarding the state of the property you are intending to buy.

It is so significant that various Australian Standards exist (AS4349.1-2007 & AS4349.3-2010) to provide directions for Inspectors on the minimum acceptable requirements for conducting the Inspection and preparing the Inspection Report.

The Inspection has the primary goal of providing you, the Client with an assessment on the condition of the property you are intending to purchase at the time the inspection is completed.

The Scope

The Scope of the Inspection is defined in our Inspection Agreement.

Subject to the Agreement, the property inspection is a visual inspection to assess, at the time of the inspection, the condition of the property, to identify major defects, and to establish an opinion on the overall condition of the property. The Timber Pest Inspection is a non-invasive inspection of the property for evidence for Timber Pests, Timber Pest activity, and damage caused by Timber Pests.

About this Report

We want to confirm that the Inspection undertaken is in accordance with Australian Standard AS 4349.1-2007 & AS 4349.3-2010 and our Inspection Agreement.

In accordance with these Standards, this Inspection Report will be provided to you our Client as a permanent record of the inspection we have undertaken for you.

It is important to note that these Standards do not cover properties that are still under construction.

It's also important to note that the AS 4349.1-2007 Standard does not include compliance with Building Regulations.

Our Approach

We want to ensure that the Report includes enough information from the Inspection that you, our client, is able to determine the Inspector's conclusion as to the condition of the Building which is based on the experienced, rational and logical approach of the Inspector.

It is really important to us that all aspects of the Report are clear for you, our client, to read and understand and so every effort has been made to ensure that the Report has been written as clearly as possible.

If any part of the Report is not clear

If there is an area of the Report that you do not understand or is not clear to you, it is very important that you contact us immediately so that we can explain in a different way or provide more clarity as required.

Areas inspected

Unless otherwise agreed in the Inspection Agreement, the Inspector **WILL** inspect all accessible areas of the building including:

- The Roof - exterior and roof space
- The Exterior of the Building
- The Interior of the Building
- The Subfloor Space of the Building
- Appendages to the building including any relevant features within 30 metres of the building (or to the boundary of the property if that is less than 30 metres from the building).

In this instance, appendages to the building include:

- Permanent structures such as garages and carports
- External buildings such as laundries, storage outbuildings and sheds.
- Additional features can include retaining walls (provided they are in excess of 700mm high), steps, driveways, paths and fencing.
- Drainage features such as stormwater run-off, surface water drainage and earth embankments

On a large Property (as reasonably determined by the Inspection Provider), the part of the Property subject to the Inspection will be thirty (30) meters from the main building (as nominated by the Client).

Strata Properties

If the Inspection relates to a Property that is part of any kind of strata or company title, the Inspection will be limited to the interior of the nominated residence/unit and the immediate exterior of the building/features being Inspected. The Inspection will not include any of the common areas, any areas not owned by the Client, or documents or records related to the body corporate of the Property.

Areas NOT inspected

We can only inspect what we have access to and are able to reasonably see.

Whilst it is the intention to provide a full assessment of the building, the Inspection only includes accessible areas in the Inspector's line of sight that can be viewed close enough to make an assessment.

The Inspection did not include areas that were inaccessible. Hindered or restricted access areas are areas that were not accessible at the time of the inspection due to permanent or temporary obstructions.

Areas that are inaccessible, beyond the Inspectors line of sight, too distant to provide a reasonable assessment or where insufficient safe access is available, shall be determined by the Inspector at the date and time of the Inspection.

Items expressly not included in accordance with the Standard

Unless otherwise agreed in the Inspection Agreement, in accordance with Appendix D of the Standard titled, "Exclusions of Items from Inspection" the Inspector WILL NOT inspect the following items. In most cases, a suitably qualified professional that specialises in the specific area should be consulted.

Electrical & Solar		
Electrical installations	Operation of smoke detectors	Light switches and fittings
TV, sound and communication devices	Security Systems, Alarms & Intercom systems	Automatic garage door mechanisms
Alarm & Intercom systems	Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems	Other mechanical and electrical equipment (such as gates, inclinators)

Gas	Swimming Pools	Drainage
Gas fittings and fixtures	Pools and associated filtration and similar equipment	Adequacy of Roof Drainage as installed

Heating, Ventilation & Air Conditioning	Health Hazards	Environmental Matters
Air conditioning	Health hazards (eg allergies, soil toxicity, , lead content, radon, presence of asbestos, or urea formaldehyde)	Environmental Matters (eg BASIX, water tanks, BCA Environmental provisions)
The operation of fireplaces and solid fuel heaters, including chimneys and flues		

Exterior Elements	Concealed Elements	Walls & Frames
Soil Conditions	Footings below ground	Timber and metal framing sizes and adequacy
Landscaping	Concealed damp-proof course	Concealed framing-timbers or any areas concealed by wall linings / sidings
Rubbish	Concealed Plumbing	Concealed tie-downs and bracing

Decoration	Other	Efficiency
Soft floor coverings	Control Joints	Energy efficiency
Floor covers	Sustainable development provisions	Lighting efficiency
Paint coatings, except external protective coatings	Stored Items	
Furniture and accessories	Insulation	

BUILDING & TIMBER PEST INSPECTION REPORT

In accordance with Australian Standard AS 4349.1 - 2007 and AS 4349.3-2010: Inspection of Buildings - Timber Pest Inspections

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1. Client Details

The Client is the person or entity for whom the inspection is being undertaken



2. About Our Agreement

Defining the Purpose, Scope, Areas Covered and Limitations of the Inspection



3. Report Summary

A summary of the Report content and findings to be read as part of the full Report



4. About the Property Inspected

Primary details describing and identifying the Property that is to be Inspected



5. Areas We Were Unable to Inspect

Details outlining the limitations and hindrances related to the Inspection, and why



6. Building Report Findings

Detailed Report on the observations and findings of the Building Inspection



7. Timber Pest Report Findings

Detailed Report on the observations and findings of the Timber Pest Inspection



8. Timber Pest Conducive Conditions

Identifying conditions that are conducive to Timber Pest activity.



9. Terms & Conditions

Terms and condition details related to the Inspection undertaken and Report provided



10. Inspector Details

Contact details of the Inspection Provider and the Inspector that undertook the Inspection



11. Client Acknowledgement

Acknowledgement and acceptance of the Report to be completed by the Client



1. CLIENT DETAILS

The Client is the person or entity for who the inspection is being undertaken.

Client Name:	Mcgrath Byron Bay - Brad Rogan
Client Address:	7a/21-25 Fletcher Street, Byron Bay New South Wales, 2481 Australia
Client Email:	bradrogan@mcgrath.com.au
Property Inspected Address:	7a/21-25 Fletcher Street Byron Bay 2481 New South Wales Australia
Inspection Date:	02 Nov 2023
Inspection Time:	12:38 pm

It is highly recommended that the Property be re-inspected if this Report is being considered more than thirty days after the Inspection Date.

People present at the time of Inspection:	Vendor
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2. ABOUT OUR AGREEMENT

Inspection Requested

Inspection Type requested:	Pre-Purchase Standard Property & Timber Pest Inspection
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Inspection Provider Details

The Inspection Provider is the legal entity responsible for the Inspection and issuing the Report.

Name (hereafter "Inspection Provider"):	Scout Home Inspections
Address:	3 Riverview Avenue, West Ballina, NSW, 2478
Phone:	+61-0468398572
Email:	contact@scouthomeinspections.com.au



3. REPORT SUMMARY

It is very important to note that the following is a Summary only and must be read together with the entire Report.

There are Limitations, Notes, Terms and Conditions that must be read, understood and acknowledged as part of the entire Report that is not included in this Summary. If any discrepancy exists between this Summary and the main Report, the main Report will prevail in terms of that inconsistency.

ACCESS

Are there any areas that were hindered and access should be gained? Yes, see Section 5

Are there any areas that were restricted and access should be gained? No, read report in full

Are there any areas that are High Risk and access should be gained? No, read report in full

SAFETY & RISK

Are further invasive inspections recommended? No, read report in full

Were any major safety hazards regarding fungal Decay identified? No, read report in full

DEFECTS

In our opinion, when compared to similar buildings of this age and type, the overall condition of the property at the time of inspection was considered to be Average

Minor Defects Noted: **30**

Major Defects Noted: **0**

Safety Hazards Noted: **0**

ACTIVITY

Were active termites found? No, read report in full

Was a termite nest located? No, read report in full

Was visible evidence of termite workings or damage found?



No, read report in full

Was visible evidence of borers of seasoned timbers found?



No, read report in full

Was visible evidence of damage caused by fungal decay?



Yes, see Section 7

In our opinion, the susceptibility of this property to timber pests is considered to be



MODERATE, read report in full

4. ABOUT THE PROPERTY INSPECTED



Weather Conditions at time of inspection:	Overcast
The front facade of the dwelling faces:	Approximately North
Site Topography:	Falls to the North
Type of Structure:	Detached house
Height of Structure:	Single Storey
Approximate age of Structure	100 years
Wall Construction:	Cladding
Floor Type:	Timber Floor

Please note that If the building, or any part thereof, includes a concrete slab, there is the possibility of a concealed termite entry and therefore a higher probability of termite attack.

Roof Type:	Conventional Cut Roof
	Steel Sheeting
Property Furnishing Status:	At the time of the inspection the property was fully furnished

FURNISHED PROPERTIES:

If the Property is furnished, the Inspection will not include those areas of the Property that cannot be Inspected due to furniture, furnishings, stored items, wall or floor coverings etc.,and this limitation may conceal evidence of defects and/or timber pest activity. If this limitation is present, a further inspection is highly recommended.

Property Occupancy Status:	At the time of inspection the property was occupied
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5. AREAS WE WERE UNABLE TO INSPECT & WHY

HINDERED ACCESS:

The Inspection did not include areas that were inaccessible due to hindered or restricted access. Hindered access areas are areas that were not accessible at the time of inspection due to temporary obstructions. Restricted Access areas are areas that were not accessible at the time of inspection due to permanent restriction or locked entry.

It is very important to note that further inspection is highly recommended for any areas where access or visibility was hindered, restricted or obstructed in any way at the time of the Inspection.

The Inspection requested is a visual, non-invasive inspection in accordance with our Agreement and the Standard and as such, has limitations that would be effectively addressed through further Inspection.

Were there any obstructions that may conceal possible defects or timber pest attack?

Yes

Hindered Areas:

The Interior
The Exterior
Subfloor
Roof Void
The Site
Fences
Landscaping Timbers

Interior Obstructions:

Furniture
Flooring
Fixtures
Items/belongings stored against wall
Items/belongings stored to cupboards
Limited access to skirting boards

Exterior Obstructions:

Vegetation

Subfloor Obstructions:

Low Clearance
Stored Articles

Roof Void Obstructions:

Insulation
Sarking
Low clearance in roof void

Site Obstructions:

Vegetation

Fence Obstructions:

Vegetation

It is important to note that as an inspection of the above areas was not possible at the time of the inspection, defects, timber pest activity or damage may therefore exist in these areas.

RESTRICTED ACCESS:

The Inspection did not include areas that were inaccessible. Restricted Access areas are areas that were not accessible at the time of inspection due to permanent restriction or locked entry.

Were there any normally accessible areas that had restricted access?	<input checked="" type="checkbox"/>	No
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HIGH RISK AREAS:

The Inspection did not include areas that were inaccessible. High Risk areas are areas where access was not possible at the time of the Inspection but are deemed to be of high risk for concealed defects or timber pest activity.

Were there any High Risk Area(s) to which access should be gained or fully gained?	<input checked="" type="checkbox"/>	No
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The Inspection requested is a visual, non-invasive inspection in accordance with our Agreement and the Standard and as such, has limitations that would be effectively addressed through an Invasive Inspection.

Is an Invasive Inspection recommended to this property?	<input checked="" type="checkbox"/>	No
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6. BUILDING FINDINGS & OBSERVATIONS

Areas to be Inspected

The Building Interior

The Building Exterior

The Roof Space

The Subfloor Space

The Roof Exterior

The Site (Property Within 30m of the Building)

Areas not included in this inspection

Defect Classification Definitions



A. Damage

The fabric of the element has ruptured or is otherwise broken



D. Material Deteriation (rusting, rotting, corrosion, decay)

An element or component is subject to deterioration of material(s)



B. Distortion Warping Twisting

An element or elements have been distorted or moved from the the intended location



E. Operational

An element or component does not operate as intended



C. Water Penetration Damp Related

Moisture is present in unintended or unexpected locations



F. Installations (including omissions)

The element or component is subject to improper or ineffective installation, anappropriate use, or missing components

THE BUILDING INTERIOR

Entry Foyer

No defects found in this room at the time of the inspection



Bed 1



Room Defects

Defect Severity	Minor Defect
Defective Item	Windows
Defect	Painted Shut
Comment	The window sashes have been painted shut. Contact a licensed carpenter for repair.

Defect Images



Bath 1



Room Defects

Defect Severity	Minor Defect
Defective Item	Flooring
Defect	Squeaky floor boards
Comment	An area of the floor boards is squeaky underfoot. Contact a licensed carpenter for repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Tiled Walls
Defect	Loose
Comment	The tiles on the splashback are loose in areas/falling off. Contact a licensed tiler for assessment and repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Vanity basin/cabinet
Defect	Moisture Damage
Comment	Moisture damage observed to the vanity cabinet. Contact a licensed cabinetmaker for repair or replacement.

Defect Images



Defect Severity	Minor Defect
Defective Item	Shower
Defect	Loose tiles
Comment	The wall tiles are loose in areas/falling off. Contact a licensed tiler for immediate assessment and repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Shower
Defect	Reseal internal corners
Comment	The internal corners of the floor/wall tiles require re-sealing to prevent water ingress behind the tiles which can lead to leaking and popped tiles. Contact a licensed tiler or plumber for resealing.

Defect Images



Defect Severity	Minor Defect
Defective Item	Bathroom Ventilation
Defect	Cover missing
Comment	The cover is missing from the exhaust fan. Contact a licensed electrician for replacement.

Defect Images



Bath 2



Room Defects

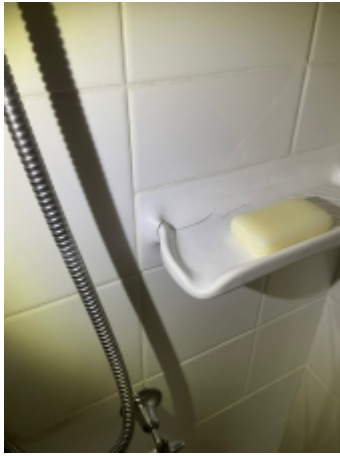
Defect Severity	Minor Defect
Defective Item	Vanity basin/cabinet
Defect	Moisture Damage
Comment	Moisture damage observed to the vanity cabinet. Contact a licensed cabinetmaker for repair or replacement.

Defect Images



Defect Severity	Minor Defect
Defective Item	Shower
Defect	Soap dish broken
Comment	The soap dish is broken. Contact a licensed tiler for replacement.

Defect Images



Defect Severity	Minor Defect
Defective Item	Shower
Defect	Reseal internal corners
Comment	The internal corners of the floor/wall tiles require re-sealing to prevent water ingress behind the tiles which can lead to leaking and popped tiles. Contact a licensed tiler or plumber for resealing.

Defect Images



Defect Severity	Minor Defect
Defective Item	Shower
Defect	Loose trim
Comment	There is a loose trim at the base of the shower screen door. Contact a licensed glazier for repair.

Defect Images



Lounge



Room Defects

Defect Severity	Minor Defect
Defective Item	Flooring
Defect	Loose flooring
Comment	Movement was noted in a section of the floor boards. Contact a licensed carpenter for re-fixing.

Defect Images



Laundry



Room Defects

Defect Severity	Minor Defect
Defective Item	Flooring
Defect	Timber Fungal Decay
Comment	Timber fungal decay/rot observed in areas of the timber flooring, no high moisture readings were taken at the time of the inspection (likely related to a past leak in this area). Contact a licensed carpenter for repair.

Defect Images



Bed 2

No defects found in this room at the time of the inspection



Bed 3

No defects found in this room at the time of the inspection



Kitchen



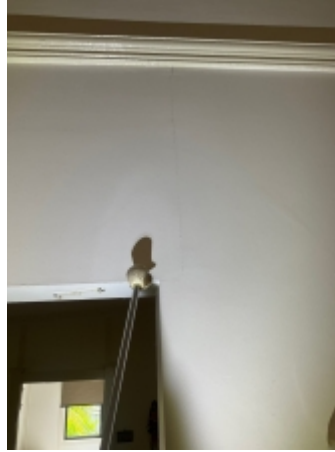
Room Defects

Defect Severity	Minor Defect
Defective Item	Walls
Defect	Cracks Settlement Minor

Comment

Settlement Cracking observed. These are typical, and generally, patch and paint will suffice, however, monitoring these cracks is advised and if they become wider or longer you should contact a qualified builder for assessment.

Defect Images



Defect Severity

Minor Defect

Defective Item

Kitchen cabinets

Defect

Drawer adjustment

Comment

The drawers require adjustment. Contact a licensed cabinetmaker for repair.

Defect Images



Living



Room Defects

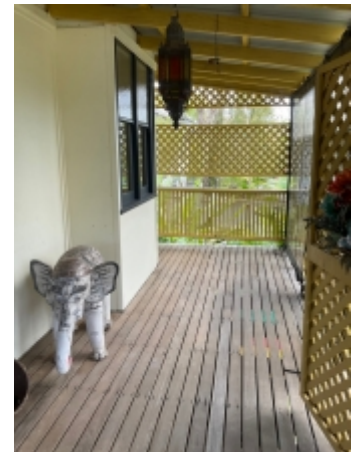
Defect Severity	Minor Defect
Defective Item	Flooring
Defect	Squeaky floor boards
Comment	An area of the floor boards is squeaky underfoot. Contact a licensed carpenter for repair.

Defect Images



THE BUILDING EXTERIOR

North Elevation



Area Defects

Defect Severity	Minor Defect
Defective Item	Fascia/barge boards
Defect	Timber Fungal Decay
Comment	Timber fungal decay/rot was observed in areas of the fascia/barge boards. Contact a licensed carpenter for repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Window hood
Defect	Deteriorated fascia
Comment	The fascia boards around the window hood are deteriorated. Contact a licensed carpenter for repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Eaves
Defect	Timber fungal decay/rot
Comment	Timber fungal decay/rot observed in sections of the eave trims. Contact a licensed carpenter for repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	Balustrades
Defect	Balustrade rot
Comment	Timber fungal decay/rot observed in areas of the timber balustrade. Contact a licensed carpenter for repair.

Defect Images



Defect Severity	Minor Defect
Defective Item	External Stairs
Defect	Tread Rot
Comment	Timber fungal decay/rot was observed in a number of the stair treads. Contact a licensed carpenter for repair to prevent unsafe conditions.

Defect Images



Defect Severity	Minor Defect
Defective Item	External Stairs
Defect	Rust to stringers/frame
Comment	Rust was observed to the central steel stair stringer at the base. Contact a licensed carpenter for further assessment and repair.

Defect Images



South Elevation



Area Defects

Defect Severity	Minor Defect
Defective Item	Steps
Defect	Dropped/out of level
Comment	The rear garden steps up tp the car park area have dropped and are out of level. Contact a licensed carpenter for further assessment and repair.

Defect Images



West Elevation



Area Defects

Defect Severity	Minor Defect
Defective Item	External windows
Defect	Rot To Window
Comment	Timber fungal decay/rot was observed in a section of the window architraves. Contact a licensed carpenter for repair.

Defect Images



East Elevation



Area Defects

Defect Severity	Minor Defect
Defective Item	External Walls
Defect	Damage to subfloor slats
Comment	The slats enclosing the subfloor area are damaged in areas. Contact a licensed carpenter for repair.

Defect Images



THE ROOF SPACE

Roof Space

No defects found in the roof space at the time of the inspection



THE SUBFLOOR SPACE

Area Name

Subfloor Space

Subfloor Space



Subfloor Defects

Defect Severity

Minor Defect

Defective Item

HWS

Defect

Rusted HWS

Comment

The HWS is rusted around the base. Contact a licensed plumber for assessment.

Defect Images



Defect Severity	Minor Defect
Defective Item	Dampness
Defect	Evidence of water entering subfloor
Comment	Although dry at the time of inspection, there is visible evidence of water having entered the subfloor space. This should be monitored during periods of prolonged rainfall and if water is entering the subfloor a licensed plumber must be engaged to assess the site drainage around the home.

Defect Images



THE ROOF EXTERIOR

Roof Exterior



Roof Exterior Defects

Defect Severity	Minor Defect
Defective Item	Roof cladding
Defect	Screw rust
Comment	Rusted roof screws were observed, this can lead to penetrating rust in the roof cladding and leaking. Contact a licensed roof plumber for replacement of affected areas.

Defect Images



Defect Severity	Minor Defect
Defective Item	Flashings
Defect	Flashing rust
Comment	Rusted flashings were observed in areas over the front verandah roof. Contact a licensed roof plumber for assessment.

Defect Images



Defect Severity	Minor Defect
Defective Item	Guttering
Defect	Gutter rust
Comment	Rusted guttering was observed on the window hood. Contact a licensed plumber for assessment and repair.

Defect Images



THE SITE (property within 30 m of the building)

Carport

No defects found at the time of the inspection

Site Area Photo



Comments and Recommendations

In our opinion, when compared to similar buildings of this age and type, the overall condition of the property at the time of inspection was considered to be

Average



7. TIMBER PEST FINDINGS & OBSERVATIONS

Report on the location and details of timber pest activity detected at the time of the Inspection in accordance with the Scope of the Inspection.

ACTIVE TERMITES (LIVE INSECTS)

Were live termites found at the time of the inspection? No

TERMITE NEST(S)

Where a termite nest is located on or near the property, the risk of termite infestation is increased.

Was a termite nest found at the time of Inspection? No

TERMITE DAMAGE AND/OR WORKINGS

Was evidence of termite workings or damage found? No

IMPORTANT: If Live Termites, Termite Nests, Termite Damage or any Termite Activity has been detected at the Property, then it is highly likely that concealed termite activity and timber pest damage exists.

A more invasive inspection is highly recommended to be carried out. This is outside the Scope of our Agreement for this Inspection.

It is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

SUBTERRANEAN TERMITE TREATMENT

Is a termite treatment recommended? Yes

EVIDENCE OF A POSSIBLE PREVIOUS TREATMENT

Was evidence of a previous treatment located? (this may include drill holes, dusting or baiting) No

DURABLE NOTICE

If a Property has a history of Termite Activity, records or details related to previous action taken can be useful in determining whether the action taken was appropriate. A Notice of Application or a Durable Notice are examples of this type of record and are often located in the meter box, sub-floor joist or kitchen cupboard and provide useful information in determining future pest management.

Was a durable Notice found at the time of this inspection? No

The Inspection undertaken is a visual inspection only and therefore no representations can be made with regard to work historically performed. We strongly recommend that if possible, the client requests copies of any reporting related to previous activity or treatments including related warranties and dates of actions.

WOOD BORERS

Borers are beetles that are considered a timber pest as the borer larvae live and feed within timber. If damage is identified, the Borers should be considered as active.

Borer activity is often identified by the exit holes or Frass (borer dust), however there may be delays between the initial infestation and visibility of the activity, so it is possible that borer activity exists that is not visible at the time of inspection

Was visible evidence of borers found at the time of Inspection? No

FUNGAL DECAY

Fungal Decay is often found in conjunction with Timber Pest damage and early stages of decay may not be detectable visually. A very small number of species can be found in or on the surface of timber and only certain types of fungi actually damage wood. Mould fungi for example are only found on the surface of the timber but do not damage the wood. Other fungi such as Sapstain fungi consume the sapwood sugars but do not significantly impact the structural strength of the timber. Other types of rot such as Brown Cubical Rot or White Rot Fungi can cause wood to decay especially in poorly ventilated subfloor zones leading to destruction of the timber.

Was evidence of Fungal Decay found at the time of the inspection? **Yes**

Visible damage appears to be located in the following areas: **Refer to building report for details**

If any evidence of fungi is reported, it is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

Where fungal decay has been found, does this present a Major Safety Hazard? **No**

Where a Major Safety Hazard is identified, it must be attended to and rectified by a Licenced Builder/carpenter to avoid the possibility of personal injury or death.

FREQUENCY OF INSPECTIONS FOR THE DETECTION OF TERMITE INFESTATIONS

Timber Pest activity is a very regular occurrence in Australia and so regular monitoring and inspections are encouraged to assist in early detection and therefore help mitigate damage done.

The overall risk is assessed by the Inspector at the time of Inspection taking into account variables such as the Property location, the building components and conducive conditions that are present. Risk levels are subjective and can only be used as an indicative guide.

Australian Standard AS 3660.2-2017 recommends that inspections be undertaken no less than every twelve months and where the likelihood of timber pest activity is greater, the regularity should be increased.

It is important to note that the Inspections themselves will not stop timber pest activity, however the sooner the activity is detected, the sooner action can be taken.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, it is essential that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2017 is conducted at this property every: **12 months**

In our opinion, the susceptibility of this property to timber pests is considered to be: **MODERATE**



8. CONDUCTIVE CONDITIONS TO TIMBER PEST ATTACK

Conductive Conditions are elements around a Property or environmental factors that could increase the likelihood of Timber Pest attack.

In addition to Timber Pest damage and the existence of Timber Pests at the Property, Conductive Conditions can be identified due to certain construction methods, types of timber used, reduced sub-floor ventilation, increased moisture levels or dampness, storage of timber materials under and around the property and close proximity of garden beds to concrete slabs.

WATER LEAKS

Water leaks can lead to increased moisture levels that are conducive to timber pest attack and can come from a number of sources including overflows and leaking from appliances such as hot water systems and air conditioning units. Leaks can also result from the lack of effective moisture barriers, faulty waterproofing membranes, leaks or cracks in damp-proof courses and plumbing and ineffective stormwater and drainage systems.

Were water leaks found at the time of inspection?

Yes

Visible leaks were located in the following areas:

Air conditioning overflow

Hot Water Service Drain Relief Valve

Details and Recommendations

Rectify to prevent damp conditions which are conducive to termite infestation.

If leaks are detected, it is recommended that a suitably qualified plumber or builder is engaged to rectify as soon as possible.

WATER TANKS

If Water Tanks are installed, they may include overflow pipes or ineffective drainage. It is therefore possible that any build up of water will lead to increased dampness or moisture and therefore conditions conducive to timber pest activity.

Was a water tank(s) located at the time of inspection?

No

It is recommended that suitable drainage is in place to prevent any retained water or buildup of moisture.

HIGH MOISTURE READINGS

Elevated moisture levels, or the moisture content of building materials, can be an indicator of Timber Pests and is a clear conducive condition to Timber Pest attack.

Were high moisture readings found at the time of inspection?

No

If high moisture levels have been reported, it is important to ensure further expert advice is obtained in order to determine the reason, extent of any damage caused and estimated cost of rectification as areas with high moisture are more prone to Timber Pest attack.

SITE DRAINAGE

Poor site drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, impacting timber materials around the Property can be conducive to wood decay and Timber Pest attack.

We claim no expertise in plumbing and drainage, however it appears that site drainage is generally:

Adequate

Properties on sloping sites that experience run-off from the elevated side of the Property or from neighbouring properties need to ensure effective site drainage. Attention should also be given to garden beds impacting ventilation and weep holes, downpipe flow and the slope of paving and paths around the perimeter of the Property.

Where site drainage is deemed inadequate, remedial action should be undertaken by an engineer, plumber, drainer or licensed builder.

SUBFLOOR DRAINAGE

Poor drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, particularly in areas such as the Property subfloor is conducive to wood decay and Timber Pest attack.

We claim no expertise in plumbing and drainage, however it appears that subfloor drainage is generally: █ Adequate

Additional Comments: Currently dry in the subfloor, however, there is evidence of past water ingress. This should be monitored during periods of prolonged rainfall.

VENTILATION

Adequate ventilation and subsequent airflow, particularly in areas such as the Property subfloor is an important contribution to reducing moisture levels and reducing the likelihood of Timber Pest establishment within the Property.

At the time of inspection ventilation appeared to be: █ Adequate

The subfloor ventilation is an important factor to keeping the floor frame dry and free of moisture. Where ventilation is deemed inadequate, any obvious blockages or obstructions should be removed and if required, an engineer, licensed builder or suitably qualified expert should be engaged to assess and rectify.

MOULD

Mould visible on walls, floors or ceilings is a strong indicator of high moisture levels, poor ventilation or both and therefore creates an environment conducive to wood decay or Timber Pest attack.

Was evidence of mould growth found at the time of Inspection? █ No

Details & Recommendations N/A

If evidence of mould is recorded, there may be a range of associated health or environmental issues to be investigated. An appropriately qualified inspector should be engaged as a high priority to investigate and advise.

EXTERNAL EXPOSED TIMBERS

Different species of timber are better suited to be used for external exposed areas than others.

The fitness for purpose of the visible structural timber exposed to the weather and / or water appears to be: █ Adequate

If wooden elements exist that are exposed to the weather, the timber may be damaged by Timber Pests. It is possible to minimise damage through regular maintenance such as painting or treating the timber however, replacement of inappropriate materials with more suitable materials should be considered to reduce the likelihood of Timber Pest activity.

It is recommended that professional advice be sought on the suitability of materials used for the given circumstance.

SLAB EDGE EXPOSURE

Concrete slab edges provide an exposure point, particularly for Termites.

Does the slab edge inspection zone fully comply? █ N/A

The concrete edge should not be concealed but rather, a visible inspection zone of at least 75 mm should be maintained to allow visible detection of possible termite activity with regular Inspections undertaken in accordance with AS 3660.3.

If the edge is concealed, it is possible that termite entry may already have occurred but could not be detected at the time of Inspection. A Licensed Builder may also be contacted to find alternative solutions to the problem if visibility is not readily available.

ANT CAPPING

Ant Caps or Strip Shields are a corrosion-resistant metal shield placed on top of brickwork or building elements to prevent hidden termite access and therefore enable visibility of activity

In our opinion the termite shields appear to be:

No full access to ascertain presence and/or condition

To maintain the integrity of the shields, all joints should be adequately soldered and sealed or they will be deemed unsuitable for the purpose intended. Any open joints should be rectified and repaired to order to remain useful. Additionally, a chemical treated zone may be required to hinder concealed termite access as damaged or missing ant caps increase the risk of termite attack.

WEEPHOLES

All Weep holes must be kept clear at all times to assist in airflow and ventilation, allow condensation and moisture release and to provide clear visibility thereby helping to reduce the chance of undetected termite entry.

Were the weep holes clear and free flowing?

Not applicable

It is common for weep holes around the perimeter walls of a Property to be hidden or obstructed by paths, grass, garden beds, rendering, decking or stored materials. Any weep holes covered or not clearly visible are susceptible to concealed entry by termites. Every effort should be made to ensure all weep holes are clear and visible.

Any other Conducive Conditions to report on?

Yes

OTHER CONDUCTIVE CONDITIONS

Conductive Condition Photos

Photo Comments

Timber stored on the ground in the subfloor.
Garden beds, mulch, and vegetation against external walls.
Timber elements of the home in contact with the ground.
A/C and HWS overflow not connected to drainage.
Dead tree in close proximity to the dwelling.

Photo Comments

These provide conducive conditions and/or concealed entry for termite infestation and must be rectified to reduce risk.







9. TERMS & CONDITIONS

1: Agreement

1.1 Agreement parts

(1) This agreement consists of the following parts:

- (a) The Agreement Details.
- (b) These general terms and conditions.
- (c) The Report,

(the **Agreement**).

(2) If there is an inconsistency between the parts of this Agreement, the part listed earlier prevails to the extent of the inconsistency.

(3) The occurrence of any of the following will be deemed to constitute the Clients acceptance of this agreement:

- (a) The Clients execution of this agreement.
- (b) The Clients payment of any amount to the Inspection Provider.
- (c) The Inspection Provider undertaking the Inspection.

1.2 Agreement to provide Inspection

The Client has requested, and the Inspection Provider has agreed, that the Inspection Provider undertake the Inspection of the Property in accordance with this Agreement.

1.3 Rejection of Inspection

The Inspection Provider may, at any time prior to conducting the Inspection, cancel the Client's request for the Inspection pursuant to this Agreement. If the Inspection Provider cancels the Inspection, the Inspection Provider will refund to the Client the Price paid by the Client.

2: Purpose of Inspection

The Client has requested that the Inspection Provider undertake an Inspection of the Property for the purpose of:

- (1) providing advice on the condition of the Property at the time of Inspection; and
- (2) providing advice on the condition of the Property in relation to the activity of Timber Pests at the time of Inspection.

3: Scope of Inspection

3.1 Compliance with Australian Standards

- (1) Australian Standard AS4349.1-2007 sets a minimum acceptable standard for the Inspection of the Property.
- (2) Australian Standard AS4349.3-2010 sets a minimum acceptable standard for the Inspection for the activity of Timber Pests.
- (3) The Inspection will be undertaken by the Inspection Provider in accordance with this Agreement and the above mentioned Australian Standards.
- (4) The Inspection Provider warrants its compliance with the abovementioned Australian Standards in undertaking and reporting the Inspection.

3.2 Scope of Property Inspection

(1) The Inspection and Report does not include the inspection and assessment of items or matters outside of the scope of the requested Inspection and that do not fall within the Inspection Providers direct expertise.

(2) The scope of the Inspection and Report by the Inspection Provider is limited to the matters and items set out in the Agreement Details.

(3) Should the Client require the inspection and assessment of items of matters that fall outside of the scope of the requested Inspection and Report, the Client should obtain a Special-Purpose Inspection Report which is adequately specified and undertaken by an appropriately qualified inspector.

3.3 Scope of Timber Pest Inspection

(1) The Inspection will be a Non-Invasive Inspection of the Property for evidence for Timber Pests, Timber Pest activity, and damage caused by Timber Pests.

(2) The scope of the Inspection and Report by the Inspection Provider is limited to the following:

(a) Conditions conducive to Timber Pests (i.e. conditions that increase the likelihood of the presence of Timber Pests).

(b) Factors that may allow undetected entry by Timber Pests.

(c) Opinion regarding the susceptibility of the Property to damage/infestation of the Property by Timber Pests at the time of Inspection.

(d) Evidence of the presence of Timber Pests and evidence of damage probably caused by Timber Pest activity (and resultant hazards (if any)) whether or not the Timber Pests are considered active at the time of Inspection (i.e. includes evidence and damage of past or current Timber Pests).

(e) Signs of past or present Timber Pest activity or past treatment for Timber Pest activity.

(f) If damage is detected, the location of damage, severity of the visible damage (which may not be the full extent of the damage actually present) and identification of the Timber Pests.

(g) Recommendations for the reduction of Timber Pest risk on the Property and recommended further investigations.

(h) Recommendations for the management of Timber Pests on the Property and further investigations.

(i) If the Inspection Provider is of the opinion that there is a major safety hazard to the occupants of the Property due to Timber Pests, the Inspection Provider will clearly identify the hazard in the Report.

3.4 Extended scope of Inspection

(1) If the Client instructs that the scope for the Inspections under clause 3.2 and 3.3 be extended, the extended scope will be set out in the Special Conditions in the Agreement Details.

(2) A request by the Client to extend the scope of the Inspection under this Agreement is at all times subject to the approval of the Inspection Provider and can be rejected at the Inspection Providers discretion.

4: Accessibility and limitations

4.1 Access to the Property

(1) The Inspection Provider is not responsible for arranging entry to the Property or any part of it.

(2) The Client must, at all times during the Inspection:

(a) supply all information reasonably requested by the Inspection Provider to allow it to undertake the Inspection; and

(b) arrange and permit a right of entry to all parts of the Property to enable the Inspection Provider to undertake the Inspection.

(3) If sufficient access to enable Inspection is not available, the Inspection Provider will make recommendations for gaining access and, if that access is not achievable, the area that cannot be accessed will not form part of the Inspection.

4.2: Access limitations

(1) The Inspection will not include the following areas of the Property:

(a) Areas that the Inspection Provider reasonably considers unsafe or inaccessible.

(b) Areas that cannot be accessed due to temporary or permanent obstruction or temporary or permanent restricted access (e.g. locked doors, security systems etc.)

(2) Limitations in accessing parts of the Property for Inspection may include:

(a) the Client not owning the Property and therefore not having the legal right to grant the Inspection Provider access to parts of the Property ; and

(b) the Client not being present at time of the Inspection to allow the Inspection Provider access to parts of the Property .

(3) Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings to access covers, removal of any sealants to access covers or removal of coverings or cladding.

(4) In respect to the determination of whether sufficient space is available to allow safe access to confined areas, the Inspection Provider will determine whether access is possible in its reasonable opinion, which includes the Inspection Provider considering the following criteria:

(a) Roof interior must be accessible from a 3.6m ladder and the roof exterior must be accessible from a 3.6m ladder placed on the ground.

(b) Roof Interior: access hole and crawl space of at least 600mm high x 600mm wide and which permits entry.

(c) Subfloor Areas: access hole 400mm high x 600mm wide and which permits entry.

(d) The ability to access areas of the Property due to height, narrow boundary clearance, thick vegetation, small roof space, small subfloor crawl space etc.

(5) If there is insufficient space available to allow safe access to confined areas pursuant to paragraph (4), the Inspection:

(a) will not cover the areas that cannot be accessed by the Inspection Provider; and

(b) to the extent possible, the Inspection Provider will conduct the Inspection based on the Inspection Providers unobstructed line of sight and within arm's length distance.

(6) The parts of the Property that will be subject to the Inspection for the activity of Timber Pests is as follows:

(a) All buildings on the Property, which includes any detached or semi-detached items and includes Inspection of the interior and the exterior of those buildings.

(b) All features on the Property.

(c) All timber within the Property, but does not include timber that is not part of a building and/or features (e.g. furniture, furnishings, stored items and concealed timbers) or that is obstructed from being Inspected.

(d) On large Property (as reasonably determined by the Inspection Provider), the part of the Property subject to the Inspection will be thirty (30) meters from the main building (as nominated by the Client).

4.3 Readily Accessible Areas

(1) The Inspection will only cover the Readily Accessible Areas of the Property .

(2) The Inspection will not include areas of the Property that are inaccessible, not readily accessible or obstructed at the time of Inspection and which includes, but is not limited to:

(a) the interior of a flat roof;

(b) beneath a suspended floor filled with earth;

(c) the obstructions, items and matters set out in paragraph (3) below; and

(d) any other conditions or physical limitations which inhibit or prevents Inspection.

(3) The Inspection will not include the Inspection Provider moving or removing any obstructions that prevent Inspection including, but not limited to:

- (a) ceilings, fixed ceilings and roofing;
- (b) wall coverings and linings;
- (c) floor coverings (including carpeting and wooden floorboard);
- (d) fixtures and fittings;
- (e) applied finishes such as render and paint;
- (f) furnishings;
- (g) equipment;
- (h) appliances;
- (i) pictures;
- (j) other household goods and stored items;
- (k) wall cladding;
- (l) thermal insulation;
- (m) sarking;
- (n) pipe/duct work;
- (o) awnings;
- (p) trellis;
- (q) pavements;
- (r) earth;
- (s) vegetation;
- (t) stored articles and materials; and
- (u) debris or rubbish.

(4) The Client acknowledges that the items set out in paragraph (3) may be concealing evidence of defects, which may only be revealed when the items are moved or removed.

4.4 Strata or company title

(1) If the Inspection relates to a Property that is part of any kind of strata or company title or other class two (2) buildings or equivalent, the Inspection will be limited to the interior and immediate exterior of the nominated residence being Inspected. The Inspection will not include any of the common areas, any areas not owned by the Client, or documents or records related to the body corporate of the Property.

(2) The Client may therefore have additional liability for defects in the common areas of the Property and such additional liability can only be assessed by the Inspection Provider through a Special-Purpose Inspection Report.

4.5 Subfloor

(1) Storage of material and items in subfloor areas of the Property is not recommended as it reduces ventilation and makes the Inspection difficult for the Inspection Provider.

(2) Any material, items and obstructions in the subfloor areas of the Property may be concealing evidence of defects, which may only be revealed when the obstructions are moved or removed.

(3) In the case of suspended floors, if the clearance between the ground and structural components is less than 400mm, then it is recommended that the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings.

(4) If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth:

(a) appropriate health precautions must be followed before entering the area; and

(b) special care should be taken not to disturb treated soil.

4.6 Unexpected and unforeseen limitations

(1) The limitations set out in this clause 4 are not exhaustive and unexpected and unforeseen limitations may arise upon the Inspection Provider conducting the Inspection.

(2) Should unexpected and unforeseen limitations arise, the Inspection Provider will endeavour to inform the Client as soon as possible upon becoming aware of the limitations and will document the limitations in the Report and how those limitations restrict the scope of the Inspection.

5: Limitations of Inspection

The limitations under this clause 5 are reasonably expected to be present or may occur as part of the Inspection and may therefore restrict the full achievement of the Client's purpose of the Inspection.

5.1 Visual

The Inspection Provider does not recommend visual only Inspections, which may be of limited use to the Client should the Client instruct the Inspection Provider to only carry out a visual only Inspection. To thoroughly inspect the Readily Accessible Areas of the Property, the Inspection Provider will need to carry out appropriate Tests as part of its Inspection.

5.2 Dampness

(1) The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time of the Inspection is carried out may affect the detection of damp problems.

(2) The absence of any dampness at the time of Inspection does not necessarily mean the Property will not experience some damp problems in other weather conditions. Whether or not services have been used with respect to the Property for some time prior to the Inspection will affect the detection of dampness.

(3) To fully detect and assess a damp problem, the Client will need to monitor the Property over a period of time.

5.3 Non-Invasive Inspection limitations

As the Inspection for the activity of Timber Pests is a Non-Invasive Inspection of the Property:

(1) the Inspection is not a guarantee that Timber Pests do not exist at the Property;

(2) the Inspection does not prevent Timber Pests or Timber Pest activity and damage occurring in the future;

(3) the Inspection does not use specialist tools, equipment, techniques or the performance of specialist timber pest inspections such as thermal imaging, intrusive or movement detecting devices;

(4) it is not possible to conclusively determine that the Property is free of Timber Pests and damage, as Timber Pest existence and damage may be concealed and can only be detected by invasive and probing techniques;

(5) the extent of damage probably caused by Timber Pest activity will not be determined by the Inspection and can only be determined by intrusive techniques and the involvement of third party experts;

(6) non-detectable Timber Pest activity and damage may be present at the time of Inspection.

5.4 General limitations

(1) The Inspection and Report is not a warranty against issues, defects and problems developing or occurring to the Property in the future.

(2) The conduct of the Inspection and issue of the Report is at all times subject to and conditional upon:

- (a) weather conditions;
- (b) the accuracy of information provided by the Client;
- (c) industrial disturbance;
- (d) inevitable accident;
- (e) inability to obtain labour or transportation;
- (f) deliberate concealment of defects or Timber Pest Activity or resultant damage;
- (g) events outside the reasonable control of the Inspection Provider;
- (h) any other fact limiting the Inspection and preparation of the Report.

(3) An estimate for the cost of treatment of Timber Pests or for repairs for any damage caused by Timber Pests is not included in this Agreement.

(4) If the Inspection Provider is of the opinion that an invasive or destructive test is to be conducted or particular proprietary or specialist equipment is to be used, such inspection and work must be undertaken under a separate inspection agreement between the Client and the Inspection Provider.

(5) The Inspection is solely for the purpose of identifying Timber Pests and therefore any other pests present in or on the Property are not covered by the Inspection.

5.5 Unexpected and unforeseen limitations

(1) The limitations set out in this clause 5 are not exhaustive and unexpected and unforeseen limitations may arise upon the Inspection Provider conducting the Inspection.

(2) Should unexpected and unforeseen limitations arise, the Inspection Provider will endeavour to inform the Client as soon as possible upon becoming aware of the limitations and will document the limitations in the Report and how those limitations restrict the scope of the Inspection.

6: Exclusions

6.1 What the Inspection and Report does not cover

The Inspection and Report does not cover or deal with the following:

- (1) Possible concealment of defects, including but not limited to, defects concealed by lack of accessibility and obstructions.
- (2) Undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of Inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used on the Property some time prior to the Inspection being carried out.
- (3) Individual Minor Defects.
- (4) Solving or providing cost estimates for any rectification or repair work.
- (5) The structural design or adequacy of any element of construction.
- (6) Detection of wood destroying insects such as termites and borers.

- (7) The operation of fireplaces and chimneys.
- (8) Any services including building, engineering (electronic), fire, smoke detection or mechanical.
- (9) Lighting or energy efficiency.
- (10) Swimming pools and associated pool equipment or spa baths and spa equipment or the like.
- (11) Any appliances such as dishwasher, insinkerator; ovens, stoves and ducted vacuum system.
- (12) A review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints and the consequence of those hazards.
- (13) A review of environmental or health or biological risks such as toxic mould.
- (14) Whether the Property or building complies with the provisions of any legislation, code, regulation or by-law.
- (15) Whether the Property and/or the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip, earthquakes, tidal inundation, or if it is flood prone.

6.2 Unexpected and unforeseen limitations

- (1) The exclusions set out in this clause 6 are not exhaustive and unexpected and unforeseen exclusions may arise upon the Inspection Provider conducting the Inspection.
- (2) Should unexpected and unforeseen exclusions arise, the Inspection Provider will endeavour to inform the Client as soon as possible upon becoming aware of the exclusions and will document the exclusions in the Report and how those exclusions restrict the scope of the Inspection.

7: Disclaimers and recommendations

The Inspection Provider recommends that the Client:

- (1) consider as matter of urgency the implementation of any recommendation or advice given in the Report;
- (2) obtain an inspection of the areas of the Property that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstructions is removed;
- (3) implement preventative maintenance program for the Property which includes systematic inspections, detection and the prevention of incipient failure;
- (4) in respect of any defect or significant item of concern identified in the Report, to obtain a further detailed investigation by a competent and qualified person to determine the cause, method and extent of any remedial work required and the associated costs of doing so;
- (5) arrange an inspection and assessment of the electrical and plumbing/gas installation by a suitability qualified person;
- (6) carry out a timber pest inspection and report on the Property as all parts of mainland Australia are subject to termites;
- (7) obtain other specialist inspections and services that do not fall within the Inspection Providers expertise such as hydraulics, geotechnics, building, engineering (electronic), fire, smoke detection or mechanical services (as relevant to the Client and the Property);
- (8) check the records of authorities to determine and confirm (amongst other things):
 - (a) whether the ground on which the Property rests has been filled, is liable to subside, swell or shrink, is subject to landslip, earthquakes, tidal inundation, or if it is flood prone;
 - (b) the status of the Property and its services, such as compliance with the provisions of any legislation, code, regulation or by-law; and
 - (c) whether the relevant authority has issued a building certificate or other notice for the Property or building; and
- (9) seek legal advice to explain title and ownership matters and to deal with matters concerning easements, covenants, zoning and other matters.

8: Price, invoicing and payment

8.1 Price

The Price for the Inspection is set out in the Agreement Details.

8.2 Invoice and payment

(1) The Inspection Provider will invoice the Client for the Price.

(2) The Client must pay the Price on the payment terms directed by the Inspection Provider without set-off or counterclaim of any kind.

9: Risk, indemnity and liability

9.1 Risk and liability

(1) The Client acknowledges and agrees that the Inspection and Report does not conclusively determine the condition of the Property and that the Property is free of Timber Pests and accepts and relies on the Inspection and Report solely at its own risk.

(2) The Client releases the Inspection Provider from all liability and Claims arising out of or in connection with:

(a) the Inspection;

(b) the Report; or

(c) anything arising under this Agreement,

except to the extent that any such liability or Claim arose as a result of the negligence of the Inspection Provider, or a breach of this Agreement by the Inspection Provider.

(3) The Client releases all Third Party Providers from all liability and Claims arising out of or in connection with:

(a) the Inspection;

(b) the Report; or

(c) anything arising under this Agreement,

except to the extent that any such liability or Claim arose as a result of the negligence of the Third Party Providers.

9.2 Indemnity

The Client indemnifies the Inspection Provider from and against any Claims arising out of or in connection with:

(1) the Inspection;

(2) the Report; or

(3) anything arising under this Agreement,

except to the extent that any such Claim arose as a result of the negligence of the Inspection Provider, or a breach of this Agreement by the Inspection Provider.

9.3 Limitation

To the full extent permitted by law, liability of the Inspection Provider for any breach of this Agreement arising as a result of the negligence of the Inspection Provider or for breach of any conditions or warranty implied in this Agreement or by law is limited to the Price.

9.4 Indirect losses

To the full extent permitted by law, the Inspection Provider will not be liable to the Client for any exemplary, aggravated or punitive damages or any indirect or consequential losses, any rectification costs or third party claims in connection with this Agreement.

10: Complaints

- (1) If the Client has a complaint with respect to the Inspection or Report, the Client must contact the Inspection Provider in writing no later than fourteen (14) days after the issue of the Report with any concerns (**Complaint**).
- (2) The Client must allow the Inspection Provider access to the Property within twenty-one (21) days of the date of the Complaint in order to further investigate the Complaint. A response will then be provided by the Inspection Provider within a reasonable period after the Inspection Provider's further investigation.
- (3) If the Client is not satisfied with the response provided by the Inspection Provider, the Client must, within twenty-one (21) days of receipt of the Inspection Provider's response, refer the matter to a mediator nominated by the Inspection Provider. The mediation costs will be shared equally or as agreed by the mediated settlement.
- (4) If mediation fails, the matter may be taken to an Independent Arbitrator for resolution.
- (5) Notwithstanding the existence of a complaint, each party will continue to perform its obligations under this Agreement.
- (6) The parties must follow the complaint process set out in this clause and those processes have failed to resolve the dispute before commencing any proceedings.

11: General provisions

11.1 Entire agreement

This Agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

11.2 Amendment

This Agreement may only be amended or supplemented in writing signed by the parties.

12: Definitions

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Conditions Conducive to Structural Damage means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

Finishing Elements means the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint, but does not include furniture or soft floor coverings such as carpet and lino.

Inspection Provider means the party specified in the Inspection Details.

Major Defect means a defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the building.

Minor Defect means a defect other than a Major Defect.

Non-Invasive Inspection means visual inspection supplemented by sounding that does not mark the surface and may include limited use of equipment.

Property means the building comprising the residence on the Property identified in the Agreement Details together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30m of the building comprising the residence on the Property, but within the property boundaries.

Primary Elements means those parts of a building providing the basic loadbearing capacity to the building, such as foundations, footings, floor framing, loadbearing walls, beams or columns as well as other structural building elements including those that provide a level of

personal protection such as handrails, floor-to-floor access such as stairways and the structural flooring of the building such as floorboards.

Readily Accessible Areas means the areas of the Property that can be inspected pursuant to the terms and limitations as set out in clause 4 of the Agreement.

Report means the relevant inspection report setting out the results of the Inspection and provided to the Client within a reasonable time after completion of the Inspection by the Inspection Provider.

Secondary Elements means those parts of the building not providing loadbearing capacity to the building, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Serious Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property.

Structural Damage means a significant impairment to the integrity of the whole or part of a building falling into one (1) or more of the following categories:

(1) *Structural Cracking and Movement* - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.

(2) *Deformation* - an abnormal change of shape of Primary Elements resulting from the application of load(s).

(3) *Dampness* - the presence of moisture within the building, which is causing consequential damage to Primary Elements.

(4) *Structural Timber Pest Damage* - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one (1) or more of the following wood destroying agents:

(a) Chemical delignification.

(b) Fungal decay.

(c) Wood borers.

(d) Termites.

Tests means where appropriate the carrying out of tests using the following procedures and instruments:

(1) *Dampness Tests* means additional attention to the visual examination was given to those accessible areas which the Inspection Provider's experience has shown to be particularly susceptible to damp problems, including instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness.

(2) *Physical Tests* means the following physical actions:

(a) Opening and shutting of doors, windows and draws.

(b) Operation of taps.

(c) Water testing of shower recesses.

(d) Tapping of tiles and wall plaster.


Third Party Providers means all parties engaged by the Inspection Provider to provide services with respect to, or in connection with, the Inspection including but not limited to, Formitize Pty Ltd (ACN 163 430 126) and Mobile Interactive Technologies Pty Ltd (ABN 27 156 432 389).

Timber Pests means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi, but not including drywood termites.



10. CONTACT THE INSPECTOR

The Inspector is the individual that performed the Inspection on behalf of the Inspection Provider. If anything is unclear or you would like to better understand any item in this Report, please contact the Inspector immediately. All items should be clearly understood before any action is taken on this Report.

Inspector Name:	Adam Mcilroy
Inspector Address	3 Riverview Avenue, West Ballina, NSW, 2478
Inspector Licence:	NSW Fair Trading: 44008S & EPA Lic: 5103884
Inspector Phone:	+61-0468398572
Signed on behalf of:	Scout Home Inspections
Inspector Signature:	
Date:	02 Nov 2023



11. CLIENT ACKNOWLEDGMENT OF THIS REPORT

The Client acknowledges and agrees with the contents of this Report.

The Client acknowledges and agrees that the Inspection has limitations and that the Inspection and Report does not conclusively determine that the Property is free of defects or Timber Pests and damage caused by Timber Pests, and accepts and relies on the Inspection and Report solely at its own risk.

Client Name

Signature:

Date: