



Property Inspection Specialists

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## H&K RYAN & ASSOCIATES INSPECTION AND FEE AGREEMENT

This document is to be read and agreed to which forms part of a Pre Purchase Inspection Building Report as ordered by the client (OR FROM READING OFF THE H&K Website PDF)

(Definition: **Offer and Acceptance**; analysis is a traditional approach in contract law used to determine whether an agreement exists between two parties. Agreement consists of an offer by an indication of one person (the "offeror") to another (the "offeree") of the offeror's willingness to enter into a contract on certain terms without further negotiations. A contract is said to come into existence when acceptance of an offer (agreement to the terms in it) has been communicated to the offeror by the offeree and there has been consideration bargained-for induced by promises or a promise, associated costs and performance.)

Clients Name: \_\_\_\_\_ Ph. /Mob: \_\_\_\_\_

Property: \_\_\_\_\_

Date: \_\_\_\_\_

You wish to order a Pre-Purchase building and or pest inspection reports

### YOU AGREE TO THE FOLLOWING TERMS & CONDITIONS OF THE INSPECTION/S

1. This inspection by H & K Ryan & Associates shall comprise of a visual assessment only for the buildings within 30 metres of the main building and within the properties boundaries.
2. The inspection will be carried out in compliance with AS4349.1&0-2007 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.
3. Safe and reasonable access only will be achieved to the areas being, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior of the Roof Loft space and within the Sub Floor areas only.
4. We will also report on the Defects, Safety Hazards and Cracking visible **on the date and time of the inspection.**
5. The Inspector is limited to some areas and will not conduct any invasive inspections.
6. The Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, foliage, roof insulation, floor or wall coverings, fixtures, furnishings or personal belongings in place.
7. The Inspector will compare the building with a building that was constructed with Local and BCA Compliance.

8. We DO NOT inspect the inside of walls, between floors, inside skillion roofing, inside the eave areas, behind any stored goods in cupboards, and other areas that are obstructed at the time of our inspection
9. The Building Inspection WILL NOT report on Timber Pest Activity. You should have a full Timber Pest Inspection carried out in compliance with AS 4349.3-1998 by a qualified and insured Timber Pest Inspector. (Unless it is stated that a Pest Inspection is carried out at the same time as the building inspection)
10. **No inspection will be carried out for Asbestos, Magnasite and Mould.**
11. Estimates and Quotations are not provided within this Report.
12. When a property is occupied we bring your attention to be aware that furnishings and other belongings may conceal evidence of other issues.
13. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
14. Where a Strata Title property is to be inspected, then we will only inspect the interior and the immediate exterior of the unit or apartment to be inspected.
15. If an issue, dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Each party will pay their own costs.
16. **You Agree to Safe and Acceptable Access:** This does not include any invasive methods or moving of stored goods. "Accessible areas shall be determined by us at the time of inspection which is solely based on our visible findings and expertise at the time of this inspection. We shall determine at the site if sufficient space is available for safe access into the areas stated below. We can not access any areas outside our line of sight and areas that are too close to the ground surface or as otherwise stated." If sub-floor areas appear to been recently sprayed with Chemicals will not be inspected unless it is safe to do so.
17. **Roof loft:** 400mm x 500mm minimum manhole access with a crawl space of a minimum of 600mm using a 3.6 ladder.
18. **Roof exterior:** Accessed from a 3.6 ladder on the ground.
19. **Sub floor areas:** Via an accessible opening, a minimum crawl space of 400mm under the bearers.
20. **IA NOTE:** You agree when signing this agreement you have read and understand the contents of this agreement that the inspection will be carried out in accordance with this document. You agree to pay as agreed at the time of ordering.
21. **IA NOTE:** If you fail to sign and return a copy of this agreement to us and you do not cancel the requested inspection then you agree with its contents and we will carry out the inspection on the basis of this agreement. You agree to a cancellation fee of \$100-00 will apply if cancelled.

Please print off this document and fax to: **02 9626 7522** once you have read and accepted.

Clients Signature: \_\_\_\_\_

Date: \_\_\_\_\_