

## The Attached Pre-Purchase Inspection & Fee & Invoice Agreement (IA)

Agreement No: .....  
Client/Purchaser: .....  
Phone/Mobile: .....  
Email: .....  
Property at: .....

**YOU AGREE TO INSPECTION TYPE ORDERED BY YOU: VISUAL ..... and ..... INSPECTIONS and REPORTS** *(as ordered and on behalf of the above Purchaser/s)*

The inspection will be carried out in compliance with AS4349.1-2007 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.

You agree that the inspection will be carried out in accordance with the following clauses.

### YOU AGREE TO THE INSPECTION SCOPE & THE REPORT:

1. The Inspection will be carried out in accordance with AS4349.1-2007.
2. Inspection will be for all safe and accessible areas.
3. 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.
4. Safe and reasonable access only will be achieved to the following areas, 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
5. We will report on the Defects and Safety Hazards visible **on the date and time of the inspection**.
6. The Australia Standard defines what is a defect and we will give our opinion only as to why it is a defect and where.
7. Our opinions and assumptions are based on the experience and qualifications of the inspector.
8. The Inspector is limited to some areas and will not conduct any invasive inspections. We will only access those areas as defined in part 4 of this IA.
9. The Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, external foliage, roof insulation, floor or wall coverings, any fixtures, external pavers, furnishings or personal belongings whether they are scattered or in place.
10. The Inspector will compare the building with a building that was constructed with Local and BCA Compliance.
11. 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
12. Our Reports are not a Certificate of Compliance.
13. 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)

14. When Timber Pest Damage is found, it will be reported. We will only report on the visible damage at the time of this inspection.
15. **No inspection will be carried out for Asbestos.** If during our Inspection asbestos is noticed then we will note this in our report. We state if found it is then essential you seek advice from a qualified asbestos removal expert as to its removal if and when required.
16. **No inspection will be carried out for Magnesite.** If during our Inspection Magnesite is noticed then we will note this in our report. We state if found it is then essential you seek advice from a qualified asbestos removal expert as to its removal if and when required.
17. **No inspection will be made for Mould & and non-wood decay.** Assumptions only will be added in if in the event we notice any mould throughout our inspection.
18. Estimates and Quotations are not provided within this Report.
19. Verbal estimates if given are only opinions of costs of rectification. The knowledge, calculations and experience of the inspector are calculation only of possible costs that may be required. We accept no liability for any estimates provided throughout our inspection and report. It is essential you obtain independent prices from other qualified tradespeople for the works, if and when required.
20. When a property is occupied we bring your attention to be aware that furnishings and other occupier's belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed. If we state within our reports the property is occupied then you agree to requesting a statement from the vendor or the property owners as to any known Pest activity or damage, any previous alterations of other repairs, other works done to the property which may include Pest Management and Termite Treatments, request a copy of the Treatments Warranty and Certification of the details of works carried out to this property, your agree to indemnify us from loss, costs and any other unforeseen issue incurred by you where no statement is to be or has been obtained.
21. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.
22. Where a Strata Title property is to be inspected, then we will only inspect the interior and immediate exterior of the unit or apartment to be inspected as detailed in Appendix B in AS4349.1-2007. It is essential that a full Strata Report be obtained for all of the common areas before you make an informed decision to purchase.
23. We will not report on defects which may not be apparent during difficult weather conditions at the time of the inspection.
24. We will at times recommend other types of inspections that are out of our areas of expertise. These inspections must also be carried out prior to acceptance of the contract and prior to the exchange of such contract. If you do not follow these recommendations then you agree you may suffer a financial loss and you indemnify us, the inspector/s, from these losses as you have failed to act on this reports advice.
25. We prepare this report under the assumption that the use of the building will continue as is in its current form.
26. If an Issue or pending 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. Disputes will then be handled by an independent mediator or arbitrator. Each party will pay their own costs. The Arbitrator or Mediator will determine what costs each of the parties are to pay. The inspectors PI Insurer must be notified in writing of any pending claim or dispute involving this as inspected property within the 28 days of the same. (Do Not Use Inspection entities that are not Insured.)
27. We will not be liable for any loss or damage suffered by any Person other than you in connection with the Inspection Reports use. This is a Pre Purchase Inspection report and cannot be used for any other purpose other than what and who it is intended for. The name of the client/purchaser on the front of this report is the only entity this report is carried out for.
28. We are released from any claims or further actions, damages or loss whatsoever if this report is to be used by another person or entity without our written permission to do so.

29. Definitions of acceptance, access, client/s and property issues are clearly defined in AS4349.1-2007.
30. **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 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."

<u>Area</u>	<u>Access man-hole</u>	<u>Crawl space</u>	<u>Height</u>
<u>Roof Loft</u>	400mm x 500mm	Crawl space of 600mm	Accessible from a 3.6m ladder
<u>Roof Exterior ground</u>	N/A	N/A	From a 3.6m ladder on the
<u>Sub-floor</u>	Accessible opening	Crawl space 400mm under bearers	400mm under timber bearers

Any sub-floor areas we notice are sprayed with Chemicals will not be inspected unless it is safe to do so.

***IA NOTE:*** You agree when signing this agreement you have read and understand the contents of this agreement, IA, that the inspection will be carried out in accordance with this document. You agree to pay for the inspection as agreed at the time of ordering the report.

***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 \$60-00 (each) will apply if cancelled. 24 Hours notice of such cancellation is required.

**Clients Special Requirements or changes that have been agreed to:** *To carry out the inspection/s ASAP once access is available:*

**INVOICE & FEE AGREEMENT (The offer and Acceptance rule will apply)**

Cost of the Report/s including any Special Requirements: \$..... PEST &/or BUILDING INSPECTIONS & REPORTS Inc GST

ABN: 48 750 627 651 TAX INVOICE NO: .....


AMOUNT PAID: \$.....INC \$.....GST

DATE PAID: ..... PAYMENT BY ..... Thank you

Works accepted by: ..... on ..... at .....

Agreement signed by: ..... at ..... AM/PM on .....

Signature: .....

Signed on behalf of:  (name of inspecting entity) on ..... by HOWARD RYAN

Signature: 

Please fax this page to: 02/8814 5797 once signed and accepted