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VISUAL BUILDING & PEST INSPECTION REPORT

Complies with Australian Standard 4349.1 & 4349.6

Vendor Report

Inspected Property:

6 Bowman Avenue Frenchs Forest



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PROPERTY REPORT DETAILS

DETAILS OF THE INSPECTION

Commissioned By:

Vendor Report

Date Of Inspection:

17.6.26

Property Address:

6 Bowman Avenue Frenchs Forest

Note:

If this report is associated with a contract for sale then you should not be relied upon the findings if the contract becomes binding more than 30 days after the date of initial inspection. A re-inspection after this time is essential.

Inspector:

Name: Nigel Scott
Contact Number: 0409 567 543
Company: Sbsreports Pty. Ltd.
ABN: 42 118 274 534
Builders Licence: 199637C

Persons At Inspection:

Vendor or Representative.

DESCRIPTION OF STRUCTURE(S) INSPECTED:

Building Type:

Single level freestanding dwelling.

DETAILS OF THE INSPECTION AGREEMENT:

Agreement Details:

This report is subject to the terms, scope, description and limitations of the inspection agreement that was entered into prior to the inspection being performed. (Note: This agreement may have been entered into by your Solicitor/Conveyancer or other agent). If you are unsure in any way as to how that inspection agreement impacts this inspection and report, please seek clarification prior to committing to the property. Agreement can be found at www.sbsreports.com.au

Special Conditions:

There are NO Special Requirements / Conditions requested by the Client/Clients Representative regarding this Inspection and Report:

Agreement Changes:

There are NO changes to the Inspection Agreement:

WEATHER & ORIENTATION:

Weather Condition:

The weather condition on the day of the inspection was generally fine.

Orientation

For the purpose of identification West is assumed to be approximately at the main street frontage of the property.

PROPERTY DESCRIPTION

BUILDING REPORT

Report Type:

Visual Pre Sale or Vendor Inspection. This report has been provided by on behalf of the vendor. As all reports offered by Scott Building Solutions, this is an independent inspection, not guided or influenced by anybody. If you wish to transfer the report (unaltered) to your name, a fee of $250.00 including GST will apply. This must be done within 3 days of purchase

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to Appendix C AS4349.1-2007.

The report generally does not include an estimate of the cost for rectification of the Defects. If costs are provided they are an estimate only and have been supplied in addition to that of our standard reporting. The overall condition of the building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

INSPECTED PROPERTY DESCRIPTION

External Wall Construction:

Brick veneer.

Roof Construction:

The roof is of pitched style construction.

Roof Is Covered With:

Concrete tiles.

Footings:

The building is constructed on the following footing type: Masonry strip and pier.

Accommodation:

Bedrooms: Three. Bathrooms: Two.

Estimate Building Age:

Between 40 and 50 years old.

EXTERNAL AREAS

Defects and or damage requiring rectification may not be apparent to the inspector due to restriction. If restrictions are noted we STRONGLY recommend access be gained to enable a full inspection of the area.

DRIVEWAY

Type & Condition:

The concrete driveway stands in acceptable condition.

DRAINAGE

Surface Water:

Site drainage appears to be acceptable. However, the site should be monitored during heavy rain to determine whether the existing drains can cope and function.

The general adequacy of site drainage is not included in the Visual Building Inspection Report. Comments on surface water drainage are limited as where there has been either little or no rainfall for a period of time, surface water drainage may appear to be adequate but then during periods of heavy rain, may be found to be inadequate. Any comments made in this section are relevant only in light of the conditions present at the time of inspection. It is recommended that a Smoke Test be obtained to determine any illegal connections, blocked or broken drains.

EXTERNAL WALLS

Wall Condition:

The condition of the walls is generally fair.

Weepholes And Vents:

Vents are present to the external walls.

WINDOWS:

Condition:

The condition of the exterior of the windows is generally fair.

DOORS:

Condition:

The condition of the exterior of the doors is generally fair.

ROOF SYSTEM EXTERNAL

The following is an opinion of the general quality and condition of the roofing material. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall. If any sections of the roof were inaccessible due to the method of construction or other factor, further investigations should be carried out prior to purchase.

EXTERNAL ROOF

Roof Style:

The roof is of pitched construction.



Roof Covering Condition Detail:

The overall condition of the roof coverings is fair.

Roof Flashing - Type And Condition:

Flashing material is of lead. Flashings appear to be in serviceable condition.

VALLEYS

Condition:

The overall condition of the valley metal is fair.

GUTTERS AND DOWNPIPES:

Gutter & Downpipes Condition:

Appear to be in serviceable condition. Some downpipes do not appear to be connected to a legal stormwater dispersal system. This should be rectified.

EAVES, FASCIAS & BARGE BOARDS:

Eaves Type & Condition:

The eaves appear to be lined with fiber cement sheeting. The overall condition of the eaves lining is fair.

Fascias & Bargeboards Condition:

The overall condition of the fascias/bargeboards is fair.

GARAGING

Defects and or damage requiring rectification may not be apparent to the inspector due to restriction. If restrictions are noted we STRONGLY recommend access be gained to enable a full inspection of the area.

GARAGING

Accommodation Type:

Garage.



Location:

Under the main roof.

General Condition:

The structure is generally in fair condition.

External Wall Or Support Construction:

Single brick. Brick piers.

Wall Condition:

The condition of the walls is generally fair.

External Windows Condition:

The condition of the exterior of the windows is generally fair.

External Door Condition:

The condition of the door/s are generally acceptable.

Front Doors - Type & Condition:

The main garage door is a roller shutter style door and is in acceptable condition.

Floor - Type & Condition:

The concrete floor is generally in acceptable condition.

INTERNAL AREAS

Defects and or damage requiring rectification may not be apparent to the inspector due to restriction. If restrictions are noted we STRONGLY recommend access be gained to enable a full inspection of the area.

CEILINGS

Ceiling Condition:

The condition of the ceilings is generally fair.

WALLS

Internal Walls Condition:

The condition of the walls is generally fair.

WINDOWS

Windows Condition:

The condition of the windows is generally fair. Maintenance and adjustments are required to some windows to ensure smooth operation.

DOORS

Doors Condition:

The condition of the doors is generally fair.

FLOORS

Floors Condition:

The condition of the floors is generally fair.

WET AREAS

Important Notes: In regard to plumbing or electrical, it should be noted that we are not plumbers or electricians and any comment made is not that of a qualified plumber or electrician. We recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing or electrical issues.

KITCHEN

Kitchen Fixtures:

The condition of the fixtures is generally fair.



Tiles:

The condition of the tiles is generally fair.

Sink & Taps:

Sink and taps appear in serviceable condition. Drain appears serviceable.

Shower areas (where present) are visually checked for leakage, but leaks often do not show except when the shower is in actual long term use. It is very important to maintain adequate sealing in the bath areas. Very minor imperfections can allow water to get into the wall or floor areas and cause damage. Adequate and proper ongoing maintenance will be required in the future.

BATHROOM

Room Location:

Rear.



Shower/Bath Condition:

The shower recess was tested and there was no visible water penetration to surrounding areas. IMPORTANT NOTE: This test may not reveal water leaks until the shower is put into constant use and surrounding areas monitored over a period of time.

Tiles:

The condition of the tiles is generally fair.

Basin & Taps:

The basin & taps appear serviceable. Drain appears serviceable.

Toilet Condition:

The toilet appears to be in working order.

BATHROOM 2

Room Location:

Adjacent to hall.



Shower/Bath Condition:

The shower recess was tested and there was no visible water penetration to surrounding areas. IMPORTANT NOTE: This test may not reveal water leaks until the shower is put into constant use and surrounding areas monitored over a period of time.

Tiles:

The condition of the tiles is generally fair.

Basin & Taps:

The basin & taps appear serviceable. Drain appears serviceable.

LAUNDRY

Room Location:

Rear.



Tub & Taps:

The tub and taps appear serviceable. Drain appears serviceable.

Tiles:

The condition of the tiles is generally fair.

TOILET ONE

Room Location:

Rear.



Toilet Condition:

The toilet appears to be in working order.

Basin & Taps:

The basin & taps appear serviceable. Drain appears serviceable.

Tiles:

The condition of the tiles is generally fair.

SUB FLOOR AND FOOTINGS

CAVITY PRESENT/NOT ACCESSIBLE

Restrictions:

Plumbing prevented full body access being gained. Crawl space was limited due to the method of construction resulting in a limited visual inspection from a distance being carried out. Inspection was restricted in or below the following locations and or areas: Bathroom two. Bedroom two. Bedroom three.

Damage and or defects may be present and not detected in areas where inspection was limited, obstructed or access was not gained. If restrictions are noted we STRONGLY recommend that access be gained to all inaccessible areas.

VENTILATION

Description:

Subfloor ventilation appeared to be adequate at the time of inspection.

FOOTINGS

Type & Condition:

The building is constructed on a combination of strip footings and piers. The footings appear to be generally sound.



Recent Weather Conditions:

The weather of recent times has had periods of wet and dry conditions and this may cause soil on the property to be affected, inturn causing damage to the building. At the time of inspection there was no visual sign of any such damage to the building.

ROOF SYSTEM INTERNAL

INSPECTION LIMITATIONS

Restrictions:

Insulation is present in the roof cavity. This restricted inspection to some roofing timbers. Removal of insulation is not within the scope of a standard visual inspection report, however as in accordance with "industry best standard" the inspector will lift insulation in 3 areas in roof void. Inspection was restricted above the following locations and or areas: Extension. Carport



ACCESS LIMITATIONS

Restrictions:

Inspection within the roof cavity was significantly restricted due to the method of construction. This allowed only a very limited visual inspection to be carried out. Roofing timbers above the area(s) listed below were not fully accessed.



A comment is not made where access was unable to be gained. Damage and or defects may be present and not detected in areas where inspection was limited, obstructed or access was not gained. If restrictions are noted we STRONGLY recommend access be gained to enable a full inspection inaccessible areas.

ROOF FRAMING AND STRUCTURE

Roof Supports - Type And Condition:

The truss and cut and pitched roof timbers appear to provide adequate support.



UTILITIES

Important Notes: In regard to plumbing or electrical, it should be noted that we are not plumbers or electricians and any comment made is not that of a qualified plumber or electrician. We recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing or electrical issues.

SERVICES

Details:

Gas is connected to the premises, however, has not been evaluated and should be inspected by a qualified gas fitter. Smoke detectors are fitted, however, the positioning, operation or adequacy was not tested and is not commented on. An earth leakage circuit breaker (safety switch) appears to be installed to the electrical switch board. Positioning, operation or adequacy was not tested.

WATER LINES & PRESSURE

Details:

Water pressure appears to be normal, however, this is not an opinion of a licensed plumber.

HOT WATER SERVICE

Type/Condition:

Gas hot water system: Mains pressure: Located externally: The hot water system appears to be in working condition. No specific tests other than running the hot water tap were carried out. No determination has been made as to the suitability or adequacy of the hot water system in relation to capacity or otherwise.



Age Of Unit:

We were unable to determine the age of the unit.

Important Note: It would be prudent to have all services (visible and non-visible) including electrical wiring, plumbing and drainage etc checked by appropriately qualified contractors.

CONCLUSION

The Scope of the Inspection was to cover: The Building and the property within 30m of the building subject to inspection.

Damage and or defects may be present and not detected in areas where inspection was limited, obstructed or access was not gained.

Note: Within the areas inspected some further restrictions may have been present restricting or preventing our inspection. If any recommendation has been made within this report to gain access to areas, gain further access to areas, or any area has been noted as being at "High Risk" due to limited access then further access must be gained. We strongly recommend that such access be gained to enable a more complete report to be submitted. Access should be made available to all areas of the property by the selling agent at the time of inspection otherwise a surcharge to re inspect inaccessible areas will be issued. **Further Inspection of these areas with access issues is Essential once access has been obtained and Prior to a Decision to Purchase.**

OTHER INSPECTIONS AND REPORT REQUIREMENTS

Recommended Inspections And Reports:

Plumbing Inspection. Drainage Inspection and Smoke Test. Electrical Inspection. Council Plan Inspection.

It is recommended that the above Inspections and Reports be obtained prior to any decision relating to this Property and/or before settlement. Obtaining these reports will better equip the reader to make an informed decision.

CONCLUSION AND SUMMARY

Major Defects In This Building:

The incidence of Major Defects in the areas inspected in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered.

Typical:- The frequency and/or magnitude of defects are consistent with the inspectors expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

Minor Defects In This Building:

The incidence of Minor Defects in the areas inspected in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered.

Typical:- The frequency and/or magnitude of defects are consistent with the inspectors expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

Overall Condition:

Therefore the overall condition of the areas inspected in the context of its age, type and general expectations of similar properties is average.

Please Note: This is a general appraisal only and cannot be relied on its own - read the report in its entirety.

The purpose of this inspection is to provide advice to the Client regarding the condition of the property at the time of the inspection. This inspection is a visual assessment of the property to identify major defects and to form an opinion regarding the condition of the property at the time of the inspection.

This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

TYPES OF DEFECTS:
The Definitions below apply to the TYPES OF DEFECTS associated with individual items/parts or Inspection areas.

Damage - The building material or item has deteriorated or is not fit for its designed purpose.
Distortion, Warping, Twisting - The Item has moved out of shape or moved from its position.
Water Penetration, Dampness - Moisture has gained access to unplanned and/or unacceptable areas.
Material Deterioration - The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay.
Operational - The item or part does not function as expected.
Installation - The installation of an item is unacceptable, has failed or is absent.

RATINGS:
The Definitions (High), (Typical) and (Low) relate to the inspectors opinion of the Overall Condition of the Building:

HIGH (Poor, Below Average) - The frequency and/or magnitude of defects are beyond the inspectors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.
TYPICAL (Good, Fair, Average) - The frequency and/or magnitude of defects are consistent with the inspectors expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.
LOW (Acceptable, Above Average) - The frequency and/or magnitude of defects are lower than the inspectors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

The Definitions (Above Average), (Average) and (Below Average) relate to the inspectors opinion of the Overall Condition of the Building in the context of its age, type and general expectations of similar properties:

ABOVE AVERAGE - The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a high standard of workmanship when compared with building of similar age and construction.
AVERAGE - The overall condition is consistent with dwellings of approximately the same age and construction. There may be areas/members requiring repair or maintenance.
BELOW AVERAGE - The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

DEFINITIONS:
Accessible Area - An area on the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.

Appearance Defect - Where in the inspectors opinion the appearance of the building element has blemished at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

Building element - Portion of a building that, by itself or in combination with other such parts, fulfills a characteristic function.
Major Defect - A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.
Minor Defect - A defect other than a major defect.
Safety Hazard - Any observed item that may constitute a present or imminent serious safety hazard.
Serviceability Defect - Where in the inspectors opinion the function of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.
Site - Allotment of land on which a building stands or is to be erected.
Structural Defect - Where in the inspectors opinion the structural performance of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

Note: Also Refer to "Important Advice" section for explanation/advice concerning some terms and or defects that may be contained in this Report.

Note: In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The septic tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in finds for non compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and stormwater run off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainer.

Important Information Regarding the Scope and Limitations of the Inspection and this Report
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. REPORT CONTENTS:
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 depends too a large extent, upon the age and type of the building inspected. 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. VISUAL INSPECTION ONLY:
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, mouldings, 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 and 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. COMMENTS IN THIS REPORT:

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; electrical 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 dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order. In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

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 the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or 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 present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples health. You should seek advice from a qualified asbestos removal expert."

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 no 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. MAGNESITE FLOORING DISCLAIMER*:*

No inspection for magnesite flooring was carried out at the property and no report on the presence or absence of magnesite flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8. 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.

DISCLAIMER OF LIABILITY:

No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

DISCLAIMER OF LIABILITY TO THIRD PARTIES:

Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

TIMBER PEST VISUAL INSPECTION REPORT

BRIEF SUMMARY

Introduction And Important Disclaimer:

This section of the **Report** provides information to a prospective purchaser or other interested party regarding timber pest activity as observed during the inspection. The Brief Summary of inspection results at the front of this section is supplied to allow a quick and superficial overview of the inspection results. This summary is **NOT** the Report and **cannot be relied upon on its own. Please also refer to the limitations and disclaimers relevant to timber pest inspection reports in the Client Agreement as agreed prior to purchasing any report.** Where recommendations are made for further access to be gained, whether those recommendations are made in this brief summary, the main body of the report or the summary in detail at the end of the report, such access and any further inspection required subsequent to access being gained must be carried out prior to committing to the property in question. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Summary and anything in the Report then the information in the Report shall override that of this Summary. This report is subject to Terms and Limitations. **For complete and accurate information, please refer to the following report.**

ACCESS

Any Area(s) To Which Access Should Be Gained:

Other than some areas that are normally inaccessible areas due to construction methods, normal access was gained. Please read the report.

TIMBER PEST ACTIVITY OR DAMAGE

Active Termites Found:

No - At the time of the inspection no visible evidence of termite activity (live termites) was found in the areas able to be inspected. Please read the report.

Damage Caused By Termites Found:

No - At the time of inspection no visible evidence of termite activity or damage was found in the areas able to be inspected. Please read the report.

Damage Caused By Borers Found:

No - At the time of the inspection no visible evidence of borer activity or damage was found in the areas able to be inspected. Please read the report.

Damage Caused By Wood Decay Found:

No - At the time of the inspection no visible evidence of wood decay fungi (wood rot) was found in the areas to be inspected. Please read the report.

EXTERNAL - TIMBER PEST

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. See Section 2.0 - Reasonable Access.

EVIDENCE OF ACTIVE TERMITES

Details

No visible evidence of active termite was detected to accessible areas at the time of inspection.

Timbers Exposed To Weather and/or Water: Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, you should consider replacing the timbers with a more suitable species or material.

GARAGING - TIMBER PEST

GARAGING TYPE

Describe Garaging

A garage.

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. Recommend access be gained.

EVIDENCE OF ACTIVE TERMITES

Details

No visible evidence of active termite was detected to accessible areas at the time of inspection.

INTERIOR - TIMBER PEST

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained.

EVIDENCE OF ACTIVE TERMITES

Details

No visible evidence of active termite was detected to accessible areas at the time of inspection.

SUBFLOOR - TIMBER PEST

RESTRICTIONS:

Cavity Present/Not Accessible

Plumbing prevented full body access being gained. Crawl space was limited due to the method of construction resulting in a limited visual inspection from a distance being carried out. Inspection was restricted in or below the following locations and or areas: Bathroom two. Bedroom two. Bedroom three.

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. We STRONGLY recommend that access be gained to all inaccessible areas. See Section 2.0 - Reasonable Access

EVIDENCE OF ACTIVE TERMITES

Details

No visible evidence of active termite was detected to accessible areas at the time of inspection.

Ventilation, particularly to the sub floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property. We claim no expertise in building, however we have assessed the ventilation and noted our opinion below. Where ventilation is stated to be limited, inadequate or we are unable to determine the status of the ventilation due to the lack of access, a builder or other expert should be consulted.

SUBFLOOR VENTILATION

Description

Subfloor ventilation appears to be adequate at the time of inspection.

ROOF INTERNAL - TIMBER PEST

Inspection within any accessible roof cavity will normally be limited by a number of factors including the method of construction, low pitched or inaccessible sections, insulating materials, ducting and in some instances, stored items.

RESTRICTIONS:

Inspection Limitations

Insulation is present in the roof cavity. This restricted inspection to some roofing timbers. Removal of insulation is not within the scope of a standard visual inspection report, however as in accordance with "industry best standard" the inspector will lift insulation in 3 areas in roof void. Inspection was restricted above the following locations and or areas: Extension. Carport



Access Limitations

Inspection within the roof cavity was significantly restricted due to the method of construction. This allowed only a very limited visual inspection to be carried out. Roofing timbers above the area(s) listed below were not fully accessed.



A comment is not made where access was unable to be gained. Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained. Timbers above the areas nominated were not accessed and not able to be inspected. Recommend access be gained to allow a full inspection of inaccessible areas.

EVIDENCE OF ACTIVE TERMITES

Details

No visible evidence of active termite was detected to accessible areas at the time of inspection.

TREATMENT & SUMMARY - TIMBER PEST

It is not always easy to determine if a property has been treated for subterranean termites particularly if such a treatment was carried out during construction or the evidence of a treatment has been concealed. Treatments may consist of physical or chemical barriers or a combination of both. This summary of treatment evidence is in no way conclusive. Where no visible evidence of treatment was found, it does not necessarily mean that the property was not or has not been treated. Some signs of treatment are not readily visible during an inspection. Where any evidence of a termite treatment was noted, and the treatment was not carried out by this firm, we can give no assurances with regard to the work performed or other work carried out as a result of timber pest attack. Further enquiries should be made and any documentation obtained to verify work carried out. Where no evidence of a pre construction treatment is noted (or any subsequent treatment), any prospective purchaser should make their own enquiries to determine what protective measures were taken during the construction of the property to protect against termite attack.

EVIDENCE OF TERMITE TREATMENT TO THE PROPERTY

Description

There was no visible evidence of previous termite treatment.

IMPORTANT NOTE

This summary must be read in conjunction with the entire report. Some comments and recommendations may be contained in the body of the report and not in the summary. The information contained in the terms and conditions, the body of the report, the summary and general information form the complete report.

SUMMARY DETAILS

Testing Equipment:

Tramex Moisture Encounter was used for the testing of moisture during the inspection.

Overall Assessment Of Property:

At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered to be moderate.

Further Access Required:

Active termites or other timber damaging pests may be present and not detected in areas where inspection was limited, obstructed or access was not gained.

Evidence Of Timber Pests:

Inspection revealed no evidence of active timber pest infestation to visible areas and visible timbers at this time. This statement may not be for the whole structure and is limited to the commissioned inspection area only. It is possible that timber pest damage or activity may exist in concealed timbers or areas and no comment is made in respect to these concealed timbers or areas.

At the time of inspection no termite activity was found but we can not guarantee that termites will not enter the property at a later stage, A Termite barrier should be installed for the protection from timber pest entering the property as one (1) in Five (5) homes are attacked.

AS 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestations; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

All properties are considered at risk of attack by termites. The risk can be reduced

if the property is treated in compliance with Australian Standard 3660. The property should be inspected on a regular basis at intervals not exceeding 12 monthly or more frequently if recommended in the body of this report.

Where evidence of termite activity was found during the course of this inspection or other factors present indicate that the property is at a high risk of attack by subterranean termites, the property should be treated in compliance with the Australian Standard 3660. Please note: Any treatment specification and price (if applicable) is to be used as a guide only and this is not a firm quote. We reserve the right to vary the treatment specifications and price upon review.

CHEMICAL TREATMENT RECOMMENDATIONS

Detailed Treatment Specification Not Submitted

We have determined that a termite treatment in accord with AS 3660 is necessary. Due to factors which may include problems with access or environmental conditions, we have not included a treatment specification with this report. This however, does not negate the need for a treatment and such a treatment is still considered necessary.

In relying upon this report you should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pest attack. This information forms an integral part of the report.

DEFINITIONS:
For the purpose of this inspection, the definitions below apply;

Active - The presence of live timber pests at the time of inspection.
Inactive - The absence of live timber pests at the time of inspection.

Note: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

Minor - Damage that is surface damage only and does not appear to require any timber replacement or repairs to be carried out.
Moderate - Damage that is more than surface damage but is unlikely to necessitate any timber replacement or repairs to be carried out.
Severe - Damage that appears to be significant and the integrity or serviceability of timbers may be impaired. A builder's opinion must be sought in the case of severe damage.
Timber Damage - Where this report includes comments in relation to the severity of timber damage, it must be understood that this is not a qualified builder's opinion. It is essential that any timber damage be referred to a suitably qualified building professional and obtain a special purpose building report relating to the extent of the timber damage. The full extent of damage may only be revealed by invasive inspection methods including probing and the removal of lining materials. This type of invasive inspection has not been carried out and you should understand that the extent and/or severity of timber damage may be found to increase significantly on such an invasive inspection. The references contained within this report that may refer to the extent of timber damage have only been included to assist in determining treatment specifications and not to quantify the damage and must not be relied upon to determine the costs of repair or replacement.

REASONABLE ACCESS:
Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;
ROOF EXTERIOR - must be accessible by a 3.6M ladder placed safely on the ground.
SUBFLOOR - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any

concrete floor;
The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

A More Invasive Physical Inspection Is Available And Recommended
As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

Important Maintenance Advice regarding Integrated Pest Management (IPM) for Protecting against Timber Pests
Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system you install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES:
Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES:
No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australias subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over

as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage; Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology: These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.
Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS:
Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of green unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer: These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle): These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible

sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI:
The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

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. VISUAL INSPECTION ONLY:
This is a visual inspection only n accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, 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, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. SCOPE OF REPORT:
This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus)* were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. LIMITATIONS:
Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. DETERMINING Extent of damage:
The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5. MOULD:

Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

6. DISCLAIMER OF LIABILITY:

No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES:

Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

8. COMPLAINTS PROCEDURE:

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.
The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.
In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.