



## BUILDING AND TIMBER PEST REPORT

14 Candlenut St  
Ripley, QLD 4306

BYB  
15/04/2025

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# TABLE OF CONTENTS

1: Building Report - Conclusion and Summary	3
2: Timber Pest Report - Conclusion and Summary	3
3: Property Details	4
4: Inspection Details	5
5: Photos	7
6: Services	7
7: Grounds	10
8: Structure / Subfloor	12
9: Roof	12
10: Roof Space	12
11: Exterior	14
12: Interior	15
13: Kitchen	16
14: Bathrooms	16
15: Laundry Area	18
16: Misc. Comments / Concerns	18
17: Timber Pest Detection - Scope and General	18
18: Timber Pest Observations	19
19: Conditions Conducive to Timber Pest Activity	22
20: Undetected Timber Pest Risk Assessment	25
21: CONTACT THE INSPECTOR	25
22: Important Information about your Inspection & Report	26
23: Property Terms, Limitations and Disclaimers	27
24: Pest Terms, Limitations and Disclaimers	32

# 1: BUILDING REPORT - CONCLUSION AND SUMMARY

## Information

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### Conclusion and Summary: Important

#### Pre-Purchase Inspection - Residential Building Report

#### Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1: Pre-Purchase inspections – Residential buildings – Appendix “C”

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 a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007. The inspection WILL NOT report on items listed in Appendix "D" of AS4349.1.2007. Unless stated otherwise in the report it is acknowledged that there are no special requirements placed on this inspection that are outside the scope of the abovementioned Australian Standard.

**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.**

### Conclusion and Summary: Incidence of Major Defects

Low

The frequency and/or magnitude of defects the inspectors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

### Conclusion and Summary: Incidence of Minor Defects

Typical

The frequency and/or magnitude of defects the inspectors expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

### Conclusion and Summary: The overall condition

Average

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

# 2: TIMBER PEST REPORT - CONCLUSION AND SUMMARY

## Information

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### Conclusion and Summary: Important

#### Visual Timber Pest Inspection & Report in accordance with AS 4349.3-2010

The Purpose of the Inspection/Report: Is to give advice about the condition of the property with regard to timber pests. Unless stated otherwise in the report it is acknowledged that there are no special requirements placed on this inspection that are outside the scope of the abovementioned Australian Standard.

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.

### **Overall Assessment of the Property: Summary of timber pest findings**

No Active (Live) Termites Were Observed, No termite damage observed in the building, No Termite Damage or Workings Observed

Ongoing maintenance and monitoring of the property is required.

It is recommended to investigate any timber pest activity further.

**Please read the report in full.**

### **Degree of risk of subterranean termite infestation to the overall property was considered to be:**

#### **Moderate**

Please read the report in full.

Termite Management Systems can help address the risks of this type of building. Consult a Pest Control Specialist regarding options for ongoing monitoring and maintenance.

### **Subterranean termite treatment**

**recommendation: Was a current termite management system found at the property**

Yes

### **An inspection is recommended every: 12 Months**

AS 3660.2:2017 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest pressure is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

### **Borers: Was timber borer activity or damage observed?**

No

Please read the report in full

## 3: PROPERTY DETAILS

### Information

<b>Description and Identification of the Property Inspected: Building Type</b>	<b>Description and Identification of the Property Inspected: Style:</b>	<b>Description and Identification of the Property Inspected: Approximate Age of the Building</b>
Free Standing Domestic House	Single Storey	9 Years

**Description and Identification of the Property Inspected: Building faces approximately**  
East

We will describe the locations of this property, left or right, as though viewing it facing the front door.

<b>Description and Identification of the Property Inspected: Primary</b>	<b>Description and Identification of the Property Inspected: Roofing</b>	<b>Description and Identification of the Property Inspected: Primary</b>
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**Roof covering(s):**

Metal Sheet, Colorbond Roof

**structure:**

Timber Truss roof

**External Wall Materials:**Brick Veneer, Face bricks,  
Rendered and Painted**Description and Identification of the Property Inspected: Primary foundation type(s):**

Concrete Slab on Ground

**Description and Identification of the Property Inspected: Vehicle Accommodation**

Garage (under main roof)

**Description and Identification of the Property Inspected: Platforms / Improvements / Additions**

Patio (Original)

**Description and Identification of the Property Inspected:****Outbuildings:**

No Major Outbuildings, Garden shed(s) -Excluded

**General: Records**

The records of the appropriate local authority should be checked to determine or confirm:

- The ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood-prone;
- The status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- The appropriate local authorities have issued approval/building certificate or other notice for the dwelling.
- Additions and improvements to the building/property have been approved/certified.

**General: Strata Title and Company Properties**

In the case of strata and company title properties, as the inspection is limited to assessing the interior of a particular unit or lot, the client may have additional liability for defects or faults in the common property. It would be prudent to conduct a search of the body corporate records and request details of any past building problems, maintenance history, programs and plans from the body corporate.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning, insurance, safety responsibilities, easements, covenants, restrictions, building code compliance, zoning certificates and all other law-related matters.

## 4: INSPECTION DETAILS

### Information

**Inspection Details: In Attendance**

Vendor

**Inspection Details: Weather Conditions**

Recent Rain

**Inspection Details: Recent Weather Conditions**

Rain

**Inspection Details: Occupancy**

Occupied

**Inspection Details: Building Furnished**

Furnished, Stored goods

**Other Inspections and Reports Recommended: Note:**

It is Strongly Recommended that the following inspections, evaluations and reports, and any recommendations within the report be obtained prior to any decision to purchase the Property or other important decisions related to the property. Obtaining these reports will better equip the reader to make informed decisions.

**Other Inspections and Reports****Recommended: Inspections / Services**

Council Plan Inspection,  
Electrical Inspection, Plumbing  
Inspection

**Areas Inspected and Restrictions****to the Inspection: The Actual****Areas Inspected were:**

Building Interior, Building  
Exterior, Roof Space, Roof  
Exterior, Site

**Areas Inspected and Restrictions****to the Inspection: Areas NOT****Inspected were:**

Subfloor

**Areas Inspected and Restrictions****to the Inspection: Areas****Restricted/Obstructed during****Inspection were:**

See applicable sections of report

**General: IMPORTANT:**

**The Client acknowledges that, unless stated otherwise, the Client, as a matter of urgency should implement any recommendation or advice given in this report. Please contact the inspector if there is something you do not understand or require further clarification on.**

**Important Information Regarding the Scope and Limitations of the Inspection and these Reports:****DISCLAIMER OF LIABILITY TO THIRD PARTIES:**

Compensation will only be payable for losses arising from a breach of contract or tort sustained by the Client named on the front page of these reports. Any third party who acts or relies on this Report, either entirely or in part, is doing so at their own risk. In cases where this Inspection Report is commissioned directly by a Real Estate Agent or a Vendor, explicitly for the purposes of auctioning a property, copies of the Inspection Report may be distributed prior to the auction. The Report will remain valid for a maximum period of 90 days or until the sale of the property, whichever duration is shorter. It is required that the transfer of the report into the name of the Purchaser takes place within 14 days from the purchase date. Failure to transfer the report within this period will result in the purchaser agreeing and accepting that they have no rights to the reports or their contents. The transfer may also incur an additional cost. Anyone reading, acting or relying on this report accepts and agrees with the separate Pre-inspection Agreement and the terms and conditions of these Reports. If you have further questions please contact us.

**Important Information Regarding the Scope and Limitations of the Inspection and these Reports:****ACCESS, OBSTRUCTIONS AND RESTRICTIONS**

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, 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.

In the event that areas where access is restricted, obstructed or not accessed, structural defects, termite damage or activity may be present but not observed. Access should be provided and a follow up or re Inspection should take place. This Inspection will be provided for you at an additional cost. This should be done prior to a decision to purchase.

**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 or deemed obstructed or limited to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

## 5: PHOTOS

## 6: SERVICES

### Information

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#### **Electrical : Electrical systems and Fixtures are excluded**

Electrical wiring, fixtures, fittings, circuits, residual-current devices and associated items were not tested for function, safety, compliance or adequacy.

The evaluation of these systems is not part of the scope of the inspection and report.

It is prudent to have these systems checked by a qualified Licenced Electrician.

Any notes regarding these systems included in this report are informational only and should be verified and evaluated by an electrician.



#### **Electrical : Safety Switch Observed**

A safety switch was observed, but not tested. It is recommended that the electrical system is fully inspected by a qualified electrician prior to use

#### **Electrical : Solar Power System Installed**

A solar power system including Panels and/or Inverter was observed, but no testing was conducted. Consult a Qualified Electrician to determine the adequacy and current status.

**Hot Water Service: Hot water provided by:**

Gas hotwater system

No specific tests were carried out. No determination has been made as to the compliance, suitability or adequacy of the hot water system in relation to capacity, function or lifespan.

**Air Conditioning: Air Conditioning Installed**

Air-conditioning is installed to the property but has not been tested/inspected. We recommend a licensed air conditioning specialist to determine the status of the units.



### **Plumbing: Plumbing not Inspected**

This inspection does not include the plumbing systems. I recommend that you have plumbing professionally inspected by a licensed Plumber

### **Smoke Alarms: Fitted**

Smoke alarm(s) are fitted however the operation or adequacy was not tested and is not commented on.

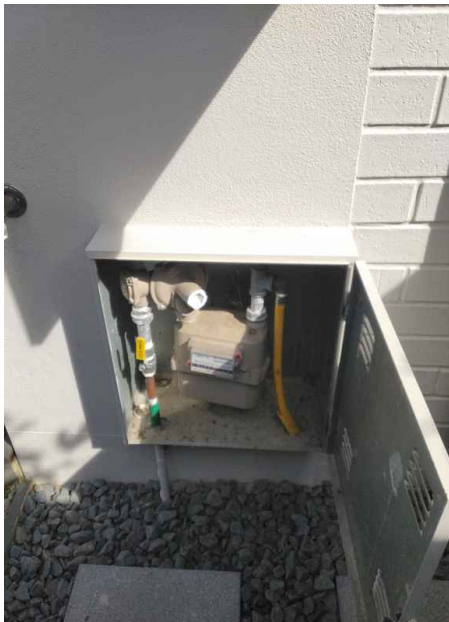
IMPORTANT NOTE. The Consultant cannot comment on the installation/testing requirements of smoke detectors as this is a specialist safety-critical task that is not within the scope of this inspection and report. It is strongly recommended that the Client obtains advice from a suitably qualified person to either install the adequate amount of smoke detectors and/or ensure existing smoke detectors are of the required type and are installed and maintained correctly.



### **Gas: Gas system installed**

Reticulated Gas (Underground Lines)

A gas system was installed at the Property but was not inspected, tested, or checked for compliance. We recommend testing and inspection by a qualified Gas Plumber prior to use



## Findings

### 6.3.1 Air Conditioning



Minor-Moderate Attention Recommended

#### **DRAINS NEAR FOUNDATIONS**

Excess moisture near the buildings can cause structural issues and encourage timber pest activity.

This may also comprise termite soil treatments if used.

Best practice is to drain into stormwater (downpipe or other surface drainage) to prevent excess moisture near the building.

Recommendation

Contact a qualified professional.



## 7: GROUNDS

### Information

#### **Grounds Obstructions and Limitations: Fences**

Only the subject property side of the fences were inspected,

#### **Grounds Obstructions and Limitations: Retaining Walls**

Any retaining walls on the boundary are limited to

Access to inspect the fences was partially restricted by vegetation inspection from the subject property side only

Various types of fencing, aged & parts replaced

### Site / Grounds: Surface Drainage Appears Ok

Surface drainage appears to be acceptable. However, the site should be monitored during and after heavy rain to determine whether excessive amounts of water does lie around the building (or under the building if applicable). If drainage is found to be a problem then contact a licensed Plumber/Drainer for specialist advice and prompt rectification as inadequate surface drainage can cause damage to the building and create conditions conducive to pests such as termites, fungal decay and mould.

### Driveway: Driveway Material:

Concrete

### Driveway: Driveway OK

The Inspector observed no major deficiencies at the time of the inspection.

**Fences/Gates: The condition of the fences appeared to be commensurate with their age.**

## Findings

### 7.5.1 Fences/Gates

#### TIMBER FENCES



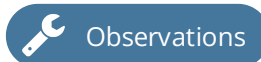
It should be stated that timber fences do have a finite service life. Timber and treatment to timber deteriorate over time, and require regular maintenance and replacement. Maintaining the bases of the fence posts and palings free and clear of soil, rotting leaves, and occasional treatment with a wood preservative will be most effective in prolonging service life.

Recommendation

Contact a qualified professional.

### 7.6.1 Retaining Walls

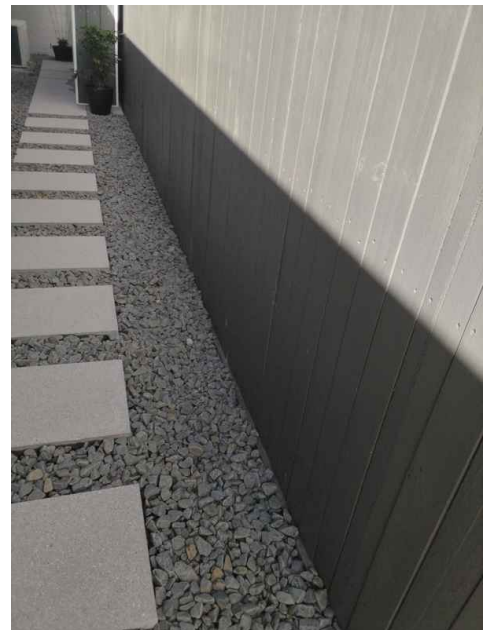
#### TIMBER RETAINING WALLS



It should be stated that timber retaining have a finite service life. Maintaining and occasional treatment with a wood preservative may prolong service life. Timber retaining walls will require maintenance and replacement once deteriorated.

Recommendation

Contact a qualified professional.



## 8: STRUCTURE / SUBFLOOR

### Information

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**Access, Restrictions And Limitations: Foundation Configuration:**

Concrete Slab on Ground

**Access, Restrictions And Limitations: How Viewed**

Not Applicable

**Access, Restrictions And Limitations: Slab on Ground**

Slab on ground: Due to the type of construction, where there is a concrete slab directly on the ground, no subfloor spaces were able to be inspected

## 9: ROOF

### Information

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**Restrictions And Limitations: No edge protection**

Edge protection was not in place, therefore inspection of areas was restricted for safety reasons

**Restrictions And Limitations: Moisture**

The roof surface was moist/wet and therefore unsafe to walk on at the time of inspection. A licensed Roofer should inspect the roof for you.

**General: Method of inspection:**

Top of ladder

**General: The roof style was:**

Hip

**General: Primary roof-covering type:**

Corrugated Metal Panel

**General: Drainage system description:**

Gutters and Downpipes installed

**Roof Drainage Systems: Serviceable Condition**

Where observable, the Inspector observed no major deficiencies at the time of the inspection.

## 10: ROOF SPACE

### Information

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**Access, Restrictions and Limitations: Some areas restricted 600x600**

Clearance within sections of the roof was less than 600mm X 600mm and did not allow reasonable access (refer to report definitions 'Reasonable Access' ). This allows only a limited visual inspection from a distance to be carried out for these areas.

**Access, Restrictions and Limitations: Insulation**

Insulation is present in the roof space. This restricted inspection to some roofing timbers. Removal of insulation is not within the scope of a standard visual inspection report. Restricted areas where insulation covers members/cannot be safely traversed.

**General: Roof Space inspected from:**

Inside the Roof Space

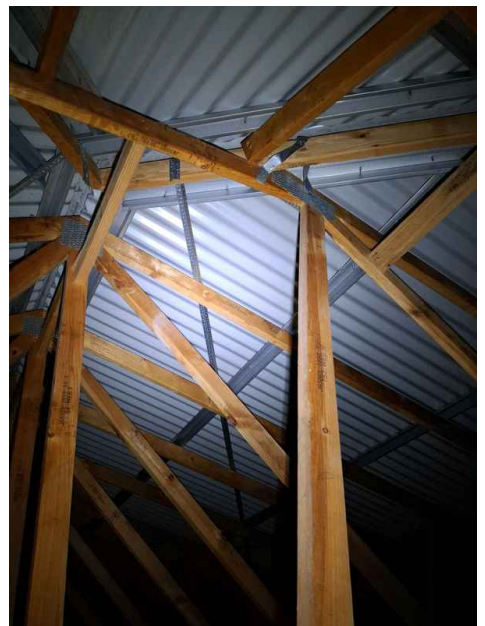
**General: Roof Space thermal insulation:**

Fiberglass Batt, No Insulation in Garage

**General: Primary Roof Framing Type:**

Manufactured Roof Trusses

**General: Photos**



# 11: EXTERIOR

## Information

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### **Access, Restrictions And Limitations: Steel posts/stirrups**

Base of some steel posts are below ground level. No inspection of posts below ground level was performed.

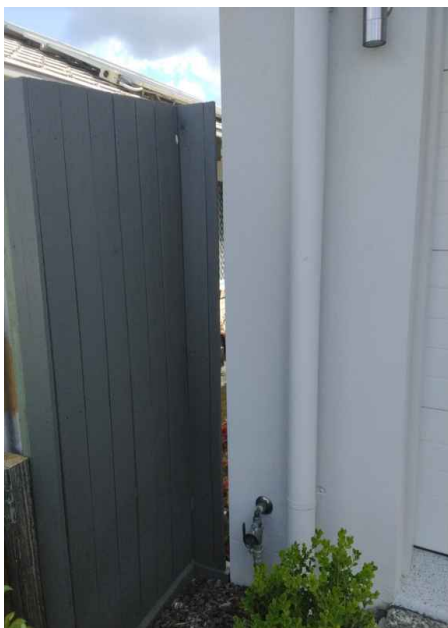
### **Access, Restrictions And Limitations: Timber Posts Base Not Visible**

The base of some Timber posts are below ground level or not visible. Access and inspection of any posts is recommended.



### **Access, Restrictions And Limitations: Boundary**

The ability to inspect external walls located in close proximity to title boundaries was limited due to insufficient access.



**Door Exteriors: Good Condition**

**Window Exteriors: Good Condition**

**Exterior Joinery/Trim: Good Condition**

The Inspector observed no major deficiencies at the time of the inspection.

The Inspector observed no major deficiencies at the time of the inspection.

The Inspector observed no major deficiencies at the time of the inspection.

### **Eaves/Soffits: Good condition**

The Inspector observed no major deficiencies at the time of the inspection.

## 12: INTERIOR

### Information

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#### **Access, Restrictions, and Limitations: Wall & Ceiling Linings**

Linings obstructed inspection of building elements

#### **Access, Restrictions, and Limitations: Whitegoods/Appliances**

The whitegoods/appliances were not moved to allow for inspection behind and underneath them.

#### **Access, Restrictions, and Limitations: Windows and Doors**

We inspected a representative number of windows and doors by opening and closing them. We did not specifically operate all locks and operation features,

#### **Access, Restrictions, and Limitations: Floor coverings**

Floorcoverings were present restricting inspection to the upperside of flooring.

#### **Access, Restrictions, and Limitations: Furniture**

The building was furnished at the time of inspection.

#### **Access, Restrictions, and Limitations: Window Dressings**

The building had window dressings such as curtains or blinds that restricted access at the time of inspection.

#### **Access, Restrictions, and Limitations: Wall hangings**

Wall hangings restricted access to inspect some sections of some walls.

#### **Access, Restrictions, and Limitations: Cupboards/ Pantry**

Cupboards and pantry had stored items that restricted the inspection.

#### **Access, Restrictions, and Limitations: Shower - External wall**

Where wall immediately behind the bath/shower is not readily accessible due to being located against an external wall, restricted access for testing and observation

#### **Access, Restrictions, and Limitations: Goods/fixtures behind shower**

Where walls immediately behind the bath/shower are not readily accessible due to fixtures, linings and/or goods, these are restrictions or obstructions for testing and observation.

**Access, Restrictions, and Limitations: Garage/Shed - Stored items**

Stored items restricted inspection to the areas

**General: Floors**  
Concrete Slab on Ground

**General: Walls:**  
Sheeting

**General: Ceilings:**  
Sheeting

**General: Primary Window Material:**  
Aluminum

**Floors: Good condition**

The Inspector observed no major deficiencies at the time of the inspection.

**Ceilings: Good Condition**

The Inspector observed no major deficiencies at the time of the inspection.

**Walls: Good Condition**

The Inspector observed no major deficiencies at the time of the inspection.

**Doors: Interior doors Good condition**

The Inspector observed no major deficiencies at the time of the inspection.

**Windows: Good condition**

The Inspector observed no major deficiencies at the time of the inspection.

## 13: KITCHEN

### Information

**Cabinets: Good condition**

The Inspector observed no major deficiencies at the time of the inspection.



## 14: BATHROOMS

### Information

**General: Overall Good Condition**

No Major Defects Were Observed. Normal ongoing maintenance is required.



## 15: LAUNDRY AREA

### Information

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#### General: Good Condition

The Inspector observed no major deficiencies at the time of the inspection.



## 16: MISC. COMMENTS / CONCERNS

## 17: TIMBER PEST DETECTION - SCOPE AND GENERAL

### Information

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#### General: Important Information

**Please note that this inspection and report was a Visual only inspection to the readily accessible areas of the property as defined within the terms and conditions of this report.**

THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS4349.3-2010 - Inspection of buildings Part 3: Timber Pest Inspections. As this is a visual inspection only there may be damage to structural timbers within the building from termite infestation which is concealed by wall/s and or ceiling linings, or other obstructions, and that such damage has neither been inspected for nor reported herein. If activity or damage is observed, there may be unobserved damage, further investigation is recommended to determine the extent.

Please ensure that you read all sections of the report as well as the additional information at the rear of the report and understand the limitations and the special recommendations for this construction style. If there is something you do not understand or require further clarification. Please contact the Inspector.

**IMPORTANT: The Client acknowledges that, unless stated otherwise, the Client, as a matter of urgency should implement any recommendation or advice given in this report. Please contact the inspector if there is something you do not understand or require further clarification on.**

**Description Of Property: Please Refer to the 'Building' portion of the report for the following:**

General Description of the Property, Primary Method of Construction, Occupancy Status, Orientation, Weather, Obstructions and Limitations

**Description Of Property: Inspection Information**

For the purpose of visual timber pest inspection this timber pest inspection report which form part of a combined timber pest and building inspection. The inspection information listed at the beginning of the building inspection report namely report information shall apply. Including the date and time of inspection, who the report is prepared for and the description of the property inspected.

**Accessibility, Areas Not Inspected and Obstructions: Please refer to the 'Building' portion of the report**

**Accessibility, Areas Not Inspected and Obstructions: Areas NOT inspected**

Areas NOT Inspected: No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc. Refer to the building report for any specific exclusions, restrictions and obstructions.

**Accessibility, Areas Not Inspected and Obstructions: Important:**

If a complete inspection of areas was not possible, timber pest activity and/or damage may exist in these areas.

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

Furnished properties: Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

## 18: TIMBER PEST OBSERVATIONS

### Information

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**Reasonable Access: Note: Important Limitations for Safe and 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.

### Durable Notices: Durable Notices (Termite Management Notice)

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with "Australian Standard 3660" be carried out to reduce the risk of further attack.

### Termite Management Systems: Termite Management Systems

A termite management system is a system designed to reduce the risk of termites damaging a structure.

Typically a system consists of one or more of the following:

- a treated zone created by a termiticidal chemical applied to the soil under or around a building (e.g. Biflex, Premise, Termidor)
- an inspection zone created by a chemical-physical barrier system (e.g. Kordon, Homeguard)
- an inspection zone created by a physical barrier system (e.g. Granitgard, TermiMesh, Termiglass)
- a termite monitoring and baiting system (e.g., Exterra, Nemesis, Sentricon)

These systems are usually installed by a builder/owner as either a precaution (recommended for all homes by the Queensland State government) or in response to termite activity in a building.

Part of the Termite Management System usually includes regular inspections. Consult System documentation, the manufacturer and/or the installer for further information.

## Findings

### 18.2.1 Durable Notices

#### DURABLE NOTICES - METER BOX

Recommendation

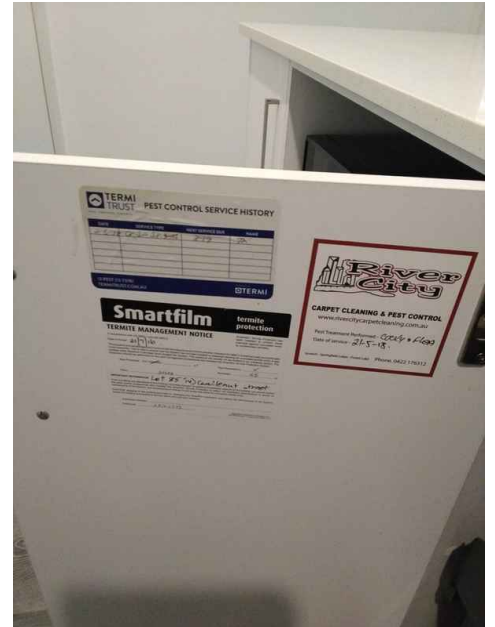
Contact a qualified professional.



Observations



## 18.2.2 Durable Notices

**DURABLE NOTICES KITCHEN**

## 18.3.1 Termite Management Systems

**SYSTEM INFORMATION / DOCUMENTATION**

Ask the vendor for the complete history of termite system at this property. This would include any oral or written information. Copies of previous Timber Pest inspection reports, quotations for any termite related work (treatments, barriers, monitoring systems, repairs etc), Copies of treatment notices and certificates, Details of any service contracts with licensed Pest managers.

## Recommendation

Contact a qualified pest control specialist.

## 18.4.1 Active termites (live insects) observed?:

**NO ACTIVE OR LIVE TERMITES OBSERVED**

Of the visible and accessible areas inspected, there were no termites observed at the time of the inspection.

## 18.5.1 Termite Workings or Damage

**NO TERMITE WORKINGS OBSERVED**

Visible evidence of subterranean termite workings such as mud packing and/or leads and/or termite damage was not found

## 18.6.1 Wood Borers

**NO EVIDENCE OF BORERS OF SEASONED TIMBER WAS OBSERVED**

## 18.7.1 Chemical Delignification

**NO CHEMICAL DELIGNIFICATION OBSERVED AT THE TIME OF INSPECTION**

## 18.8.1 Fungal Decay (Wood Rot)

**NO SIGNIFICANT FUNGAL DECAY (WOOD ROT) OBSERVED**

No significant amount of Fungal decay (wood rot) was observed at the time of inspection.

## 18.10.1 Were any major safety hazards due to timber pest damage identified?

**NO**

Please read this report in its entirety.

## 19: CONDITIONS CONDUCIVE TO TIMBER PEST ACTIVITY

### Information

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**General: Conditions conducive explained**

Conditions Conducive to Timber Pest Activity, in very simple terms, is where building methods/deficiencies or environmental factors may contribute to/or encourage the presence of Timber Pests (Wood destroying organisms).

**Sub Floor Ventilation: Slab on Ground**

The building or a portion of the building is constructed on a concrete slab and ventilation is not applicable.

**Presence of Excessive Moisture:****No moisture detected**

No high moisture levels were detected at the time of the inspection.

**Bridging and Breaching of Termite Barriers and Inspection Zones: Bridging of a termite barrier or inspection zone defined**

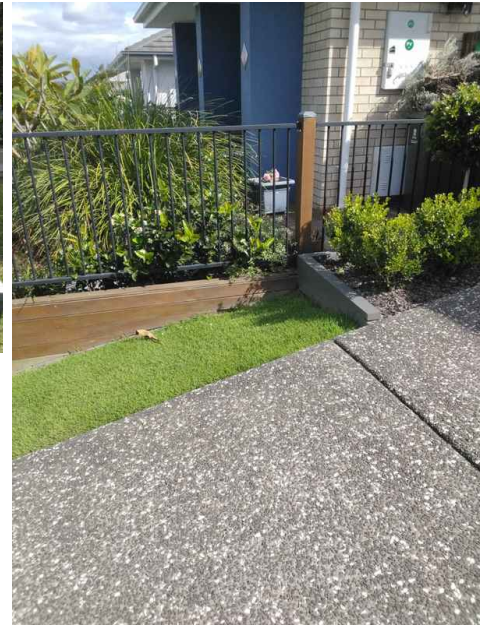
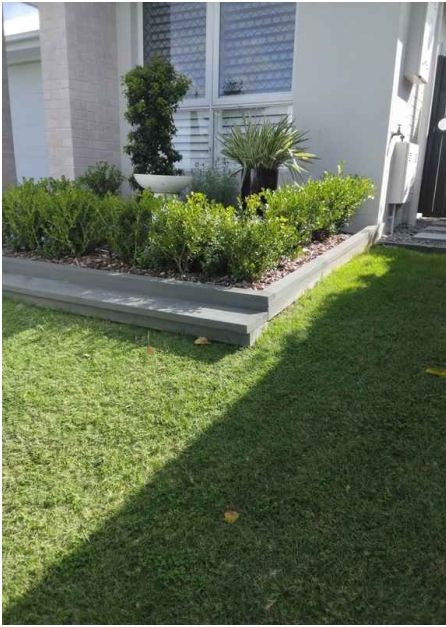
Note: "Bridging" is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier in a manner that is not visible to an inspection process.

Australian Standard AS 3660 recognises that barriers shall not be bridged by structures attached to the main building e.g. steps, verandahs, access ramps, claddings, carports, or trellises unless alternative barriers are used to prevent access by termites to the structure.

Where bridging is noted below, consult a termite specialist/builder to rectify the condition, or alternative protection.

**Site and Exterior: Landscaping Timbers**

Timber in direct contact with the ground and or soil produces are ready food source for termites. Susceptible Timbers used in a hazardous environment are prone to fungal decay. It is recommended that you remove this condition order to prevent timber pest activity.



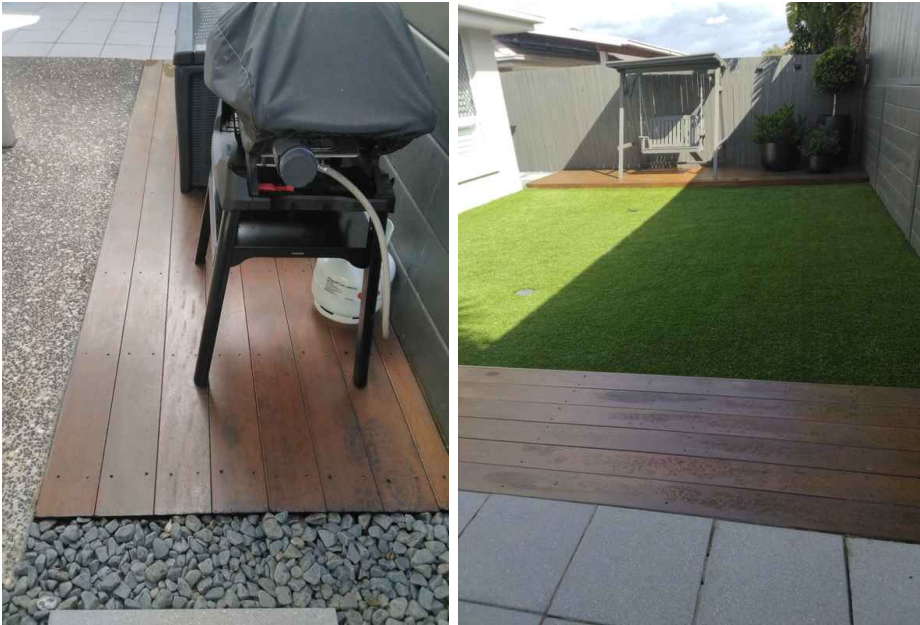
### Site and Exterior: Timber in ground contact

Timber in contact with the ground will raise the moisture content of timber creating conditions conducive to fungal decay. Action is required to remove this condition in order to prevent timber pest activity and structural damage occurring.



### Site and Exterior: Deck in contact with the ground

Timber deck close to ground The long term performance of timber decking in weather exposed situations is dependant on regular and effective maintenance. The frequency of maintenance will depend on the type of finish and the degree of exposure to the weather.



## Findings

19.4.1 Bridging and Breaching of Termite Barriers and Inspection Zones



Minor-Moderate Attention Recommended

### BRIDGING BY ADDITIONS / OR ATTACHMENTS

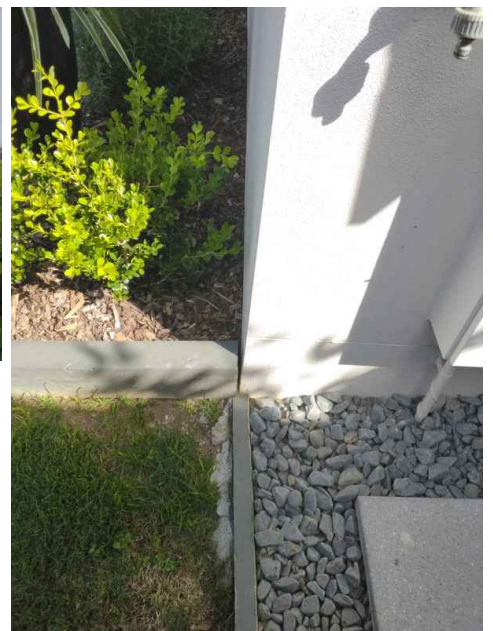
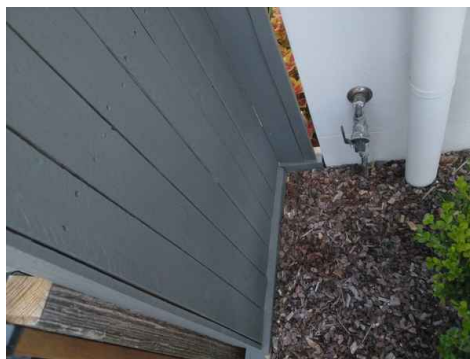
Attachments to buildings such as downpipes and service pipes shall have a nominal gap, to allow clear and uninterrupted visual inspection across the inspection zone shall be separated from the building by a gap of at least 25 mm, to allow clear and uninterrupted visual inspection across the inspection zone.

Rectify this condition, Reinspect, and maintain a clear inspection zone around the building

Alternatively, consult a termite specialist about your options for termite protection.

Recommendation

Contact a qualified professional.



## 20: UNDETECTED TIMBER PEST RISK ASSESSMENT

### Information

#### Degree of Risk of Termite Infestation: Risk Assessment

The overall degree of risk of timber pest infestation is a subjective assessment by the inspector at the time of the inspection taking into account many factors which include but are in no way limited to location and proximity to bushland and trees, the presence of evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack such as timbers in contact with soil, inaccessible areas, slab on ground construction etc, or other factors that in the inspectors opinion, raise the risk of future timber pest attack. It should be noted that even if a risk factor is high, this is not meant to deter a purchaser from purchasing the property, it is just to make them aware that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be headed by any property owner. Often, by reducing or eliminating some of the conducive conditions, the risk factor may be lowered.

#### Please Note

Where or if there has been evidence of live termites or termite damage or termite workings (mudding) found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

### Findings

#### 20.1.1 Degree of Risk of Termite Infestation



#### **RISK: MODERATE**

The property was assessed by inspector at the time of inspection. The risk for **undetected** Timber Pest Attack and Conditions Conducive to Timber Pest Attack was considered MODERATE. Ongoing monitoring and maintenance and protection is required.

Termite Management Systems can help address the risks of this type of building. Consult a Pest Control Specialist regarding options for ongoing protection, monitoring and maintenance.

#### Recommendation

Contact a qualified pest control specialist.

## 21: CONTACT THE INSPECTOR

### Information

#### Important: Understanding your report

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults, or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact us prior to acting on this report.

#### Resi Inspections

Our Inspectors are often busy performing inspections. If you have any questions, feel free to contact our office by email or phone and we can organise a call back or reply to your email.

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info@resii.com.au

07 3130 0415

**Important: The Inspection and Report was carried out by:**

Resi Inspections

info@resii.com.au

07 3130 0415

## 22: IMPORTANT INFORMATION ABOUT YOUR INSPECTION & REPORT

### Information

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#### General: Report Navigation Instructions (Web Access)

The buttons in order from left to right are: menu, full report, summary, and PDF download. The first thing you should do is go over all of the main items using the summary button, at a later time do not forget to go through the entire report using the full report button. You can use the menu on the upper left to move around sections of the report, access other reports such as radon, and attachments. Please do not hesitate to call with any questions 07 3130 0415

#### General: Important Notes

**Please read the entire report. Refer to the terms and conditions as they form part of the report.**

**Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.**

**Notice to Third Parties:** This report is the exclusive property of Resi Inspections and the Client(s) listed above and is not transferable to any third parties or subsequent buyers. Our Inspection and this report have been performed with a written contract agreement that limits its scope and usefulness. Unauthorized recipients are therefore advised not to rely upon this report, but rather to engage us directly, or retain the services of an appropriately qualified property inspector of their choice to provide them with their own inspection and report.

#### General: Directional references

**Note:** For the purpose of this report, all directional references (left, right, rear, front) are based on when facing the front of the structure as depicted in the cover image above.

#### General: Photo Inclusions

Your inspector may choose to include photos in your inspection report. Photo inclusion is at the discretion of the inspector and in no way is meant to emphasize or highlight the only conditions that were seen. We always recommend full review of the entire inspection report.

#### Agreement Details: Inspection Agreement

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 Details: Changes to the Inspection Agreement

Unless stated otherwise in the report It is acknowledged that if any inspection agreement is in place in respect to this inspection, no changes have been made between the scope of the pre-Inspection Agreement and the scope of this inspection report.

## 23: PROPERTY TERMS, LIMITATIONS AND DISCLAIMERS

### Information

#### Important Information: Definitions

**High:** 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:** 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:** 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.

**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 reasonable standard of workmanship when compared with buildings of similar age and construction.

**Average:** The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some 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.

**Major Defect:** Is a Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

**Minor Defect:** Any defect other than what is described as a major defect.

**Accessible area:** is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

#### Important Information: Important Advice

**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.

**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: Important Information Regarding the Scope and Limitations of the Inspection and this Report

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

1. This report is **NOT** an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not 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. 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. 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.

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 experts as to the presence, 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.

**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 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.

## Important Information: Building Inspection & Report Terms and Conditions

### TERMS AND CONDITIONS

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 a visual assessment of the building members in

accord with appendix C AS4349.1-2007. This is a general appraisal only and cannot be relied on its own, further inspections by specialist trades is strongly recommended.

#### DEFINITIONS AND TERMINOLOGY

**SERVICEABLE:** The building material or component is in reasonable or serviceable condition for the age of the dwelling.  
**TRADESMAN / TRADESPERSON:** A defect or a number of defects were visible that will require assessment by a qualified tradesperson.  
**AGE:** The component has deterioration due to ageing or lack of upkeep and or maintenance.  
**MONITOR:** Some defects may require monitoring to ascertain if the defect will worsen, reappear or cause further problems.  
**STRATA -** 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. This report does NOT include review of body corporate or similar records.  
**HIGH:** The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.  
**TYPICAL:** The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.  
**LOW:** The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.  
**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 reasonable standard of workmanship when compared with buildings of similar age and construction.  
**AVERAGE:** The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some 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.  
**SIGNIFICANT ITEMS:** An item that must be reported in accordance with the scope of the inspection.  
**MAJOR DEFECT:** A defect of sufficient magnitude requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.  
**MINOR DEFECT:** Any defect other than what is described as a Significant Item or major defect.  
**SAFETY HAZARD:** A defect that presents unsafe conditions and must be reported as a Major defect.  
**ACCESSIBLE AREA:** Is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.  
**LIMITATION:** A factor that prevents full or proper inspection of the building.

**IMPORTANT INFORMATION** 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. The inspection comprised a visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time and date of the visual inspection. An estimate of the cost of rectification of defects is outside the scope of Australian Standard AS 4349 and does not form part of this report. If the property inspected is part of a Strata or Company Title, then the inspection is limited to the interior and the immediate exterior of that particular residential dwelling. The inspection does not cover common property. This report and any other attached report should not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection. A re- inspection after this time is essential. Further, this report is not intended to be used as a marketing tool by and real estate agents and only the person named in the CLIENT INFORMATION section of the report shall this report apply to as it is assumed and agreed that the person who orders the report is indeed the person purchasing the property inspected. Where a report is ordered on behalf of a CLIENT it is assumed that the terms and condition and Pre Inspection Agreement have been fully explained to the CLIENT by the person or company ordering the report. We strongly advise that any cracking reported in this report should be referred to a structural engineer for further assessment and advice.  
**Acceptance Criteria:** The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.  
**Limitations:** This report is limited to a visual inspection of areas where safe and reasonable access is available and access permitted on the date and at the time of inspection. The Inspection will be carried out in accordance with AS4349.1-2007. The purpose of the inspection is to provide advice to a prospective purchaser regarding the condition of the property at the date and time of inspection. Areas for Inspection shall cover all safe and accessible areas. It does not purport to be geological as to foundation integrity or soil conditions, engineering as to structural, nor does it cover the condition of electrical, plumbing, gas or motorised appliances. It is strongly recommended that an appropriately qualified contractor check these services prior to purchase. As a matter of course, and in the interests of safety, all prospective purchasers should have an electrical report carried out by a suitably qualified contractor. This report is limited to (unless otherwise noted) the main structure on the site and any other building, structure or outbuilding within 30m of the main structure and within the site boundaries including fences.  
**Safe and Reasonable Access:** Only areas to which safe and reasonable access is available were inspected. The Australian Standard AS4349.1 defines reasonable access as "areas where safe, unobstructed access " is provided and the minimum clearances specified below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers. Reasonable access does not include the use of destructive or invasive inspection methods and does not include cutting or making access traps or moving heavy furniture, floor coverings or stored goods.  
**Roof Interior-** Access opening = 400 x 500 mm - Crawl Space = 600 x 600mm - Height accessible from a 3.6m ladder.  
**Roof Exterior-** Must be accessible from a 3.6m ladder placed on the ground.  
**1) NOT A CERTIFICATE OF COMPLIANCE:** 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: 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. 2A) Please refer to each individual area regarding sections that were incapable or being inspected. Please acknowledge the following. Where a complete inspection of some areas listed through the report may not have been physically possible (due to but not limited to - storage, furniture, beds, personal belongings in cupboards and/or wardrobes, the 2nd storey roofing, gutters, fascia, flashings and the like, low clearance in sub floor or roof void areas, ducts and deep insulation restricting access in roof voids, sub floor restrictions including plumbing, ducts, low clearance, no access doors or access doors too small and the like) then it follows that defects, timber pest activity and/or damage may exist in these areas. To adequately inspect these restricted areas, ducts and floor boards may need to be removed, furniture moved, cupboards and wardrobes emptied which will be difficult to carry out. This will obviously be difficult to carry out due to time restrictions and permission would need to be obtained from the property owner. This Firm DOES NOT GUARANTEE IN ANY WAY that there ARE OR ARE NOT any defects, termite damage or live termites in any areas NOT ABLE to be inspected. To obtain a full understanding of the report findings, it is essential you read the entire inspection report, including the information sections at the end of this report and I encourage you to call me if you have any queries at all before purchasing the inspected dwelling. 2B) Entering attics or roof voids that are heavily insulated can cause damage to the insulation and attic framing. Attics with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the attic is only partially accessed, thereby limiting the review of the attic area from the hatch area only. Inspectors will not crawl the attic area when they believe it is a danger to them or that they might damage the attic insulation or framing. There is a limited review of the attic area viewed from the hatch only in these circumstances. 2C) The roof covering will not be walked upon if in the opinion of the inspector it is not safe to do so. Generally issues that prevent roof access include, access height over 3 metres, steep pitch, wet/slippery surfaces, deteriorated covering. Not being able to walk a roof significantly limits our inspection which can result in hidden defects going undetected. The overall condition of the roofing and its components 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. This report is issued in consideration of the foregoing disclaimer. The only way to determine whether a roof is absolutely water tight is to observe it during a prolonged rainfall. Many times, this situation is not present during the inspection. We offer no guarantee that the roof cladding or roof components such as flashing will not leak in the future. 2D) Limitations of the exterior inspection. This is a visual inspection limited in scope by (but not restricted to) the following conditions: A representative sample of exterior components was inspected rather than every occurrence of components. The inspection does not include an assessment of geological, geotechnical, or hydrological conditions, or environmental hazards. Screening, shutters, awnings, or similar seasonal accessories, fences, recreational facilities, outbuildings, seawalls, break-walls, docks, erosion control and earth stabilization measures are not inspected unless specifically agreed-upon and documented in this report. Please note - If any wall cracking/cracks/openings are found at this dwelling, we cannot offer any guarantee that any visible wall cracks will not widen or lengthen over time or in the future as this is impossible to predict. We strongly recommend you contact a practicing structural engineer for further advice. 2E) Timber framed windows can bind or stick. This can be seasonal due to the fluctuation in moisture content in timber. If binding or sticking continues minor adjustments may be required by a carpenter. Binding windows is not normally a major defect, however in some circumstances binding windows and doors can be directly related to some differential footings settlement. If any timber fungal decay on frames or deteriorated putty seals is noted, the consultant will not attempt to operate windows due to potential damage. Windows that are sticking, binding or paint stuck will also not be forced open. Water leaks to Windows and surrounds can not be determined in the absence of rain. 2F) Internal Inspections. Inspection to the upper-side of flooring of the internal inspection is normally restricted by carpets and or other floor coverings, cupboards/cabinets, joinery, finishes and fittings. Defects or timber pest damage may be present and not detected in areas where inspection was limited, obstructed or access was not gained. The condition of walls behind wall coverings, panelling and furnishings cannot be inspected or reported on. Only the general condition of visible areas is included in this inspection. Where fitted. Wood burning and other forms of fireboxes are outside the scope of this inspection. We recommend you have these tested prior to purchase for peace of mind. 2G) Important note: Where any elevated structure (deck, balcony, veranda etc) is present, and this elevated structure is designed to accommodate people, you must have this structure checked by an engineer or other suitably qualified person. You should also arrange annual inspections of the structure by an engineer or other suitably qualified person to ensure any maintenance that may become necessary is identified. Care must be taken not to overload the structure. Nothing contained in this inspection should be taken as an indicator that we have assessed any elevated structure as suitable for any specific number of people or purpose. This can only be done by a qualified engineer. For the purpose of this report, the structure includes elevated decks, verandas, pergolas, balconies, handrails, stairs and children's play areas. Where any structural component of such a structure is concealed by lining materials or other obstructions, these linings or obstructions must be removed to enable an evaluation to be carried out by an appropriately qualified person. 3) CONCEALED DEFECTS: 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 and bath tubs, the absence of any leaks or dampness at the time of the inspection does not necessarily mean that the enclosure will not leak after use) 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. 4) NO GUARANTEE: 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.

Such matters may upon request be covered under the terms of a special purpose property report.

5) **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. 6) **SURFACE WATER AND 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 storm water run off and have the water directed away from the house or to storm water pipes by a licensed drainage plumber. The general adequacy of site drainage is not included in the standard property 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 report are relevant only to 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. 7) **SHOWER RECESSES:** Tests may be made on shower recesses to detect leaks (if water is connected). The tests may not reveal leaks or show incorrect waterproofing if silicone liquid or masonry sealant has been applied prior to the inspection. Such application is a temporary waterproofing measure and may last for some months before breaking down. The tests on the shower recesses are limited to running water within the recesses and visually checking for leaks As showers are only checked for a short period of time, prolonged use may reveal leaks that were not detected at the time of inspection. No evidence of a current leak during inspection does not necessarily mean that the shower does not leak. 8) **GLASS CAUTION:** Glazing in older houses (built before 1978) may not necessarily comply with current glass safety standards AS1288. In the interests of safety, glass panes in doors and windows especially in traffic-able areas should be replaced with safety glass or have shatterproof film installed unless they already comply with the current standard. 9) **STAIRS AND BALUSTRADES:** Specifications have been laid down by the Australian Building Code " Section 3.9 covering stairs, landings, balustrades to ensure the safety of all occupants and visitors in a building. Many balustrades and stairs built before 1996 may not comply with the current standard. You must upgrade all such items to the current standard to improve safety. 10) **RETAINING WALLS:** Where retaining walls are more than 700mm high these wall/s should have been installed with engineering design and supervision. Walls found on the site were not assessed and the performance of these walls is not the subject of a standard property report and should be further investigated with regard to the following items, adequate drainage systems, adequate load bearing, correct component sizing and batter. 11) **ROOMS BELOW GROUND LEVEL:** If there are any rooms under the house or below ground level (whether they be habitable or non-habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make their own enquiries with the Council to ascertain if approval was given. 12) **ASBESTOS DISCLAIMER :** No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. 13) **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. 14) **MAGNESITE 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. 15) **ESTIMATING DISCLAIMER:** No estimate is provided in this report. We strongly recommend you obtain quotes for repairs from licensed tradesman prior to a decision to purchase. 16) **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) Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Compensation is limited to the price of the report initially paid by the claimant named in the report as the "CLIENT" 17) **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. 18) **COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay. **OTHER RECOMMENDED INSPECTIONS** Electrical installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The inspection of any electrical item is outside the scope of this report. Plumbing: All plumbing needs to be inspected and reported on by a plumber. Hot water service: All hot water services need to be inspected and reported on by a plumber and/or electrician. Gas: All gas services need to be inspected and reported on by a gas plumber. Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. Smoke Alarm: Australian standard AS3786 advises that smoke alarms are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or to install smoke alarms. The septic tanks: Should be inspected by a licensed plumber. 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.

### Contact the inspector

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

## 24: PEST TERMS, LIMITATIONS AND DISCLAIMERS

### Information

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#### **General: Important Limitations for Safe and 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.

**Furnished properties:** Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

#### **General: 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; formwork 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 formwork, 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 3660.1:2014 for pre-construction termite work or 3660.2:2017 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.

#### **General: 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.

### General: 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. Australia's 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 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.

### General: 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.

### General: Timber Fungal Decay

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.

### General: Terms and Limitations

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

**1. This is a visual inspection only in accord with the requirements of as 4349.3 Inspection of buildings part 3: Timber pest inspections.** This 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. Hidden damage:** If timber pest activity and/or damage is found, within the structures or the grounds of the property, then damage may exist in concealed areas, eg framing timbers. An invasive inspection is strongly recommended in this case. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers.

**4. Accesibility:** A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. At the request of the named client on this report and with the written consent of the vendor, we will revisit the site and re-Inspect the obstructed Areas at no cost to you.

**5. 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.

**6. Determining extent of damage:** The report is **not** a structural damage report. Any observations or recommendations about timber damage should not be taken as expert opinion and **cannot** be relied upon. The report will not state the full extent of any timber pest damage. The report will state timber damage found as 'slight', 'moderate', 'moderate to extensive or extensive. This information is not the opinion of an expert. 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 separate inspection by a qualified 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 either we or the individual conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

**7. Mould:** Mildew and non-wood decay fungi is commonly known as mould and is not considered a timber pest. 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 mould is noted as present within the property 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.

**8. 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).

**9. 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.

**10. 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 the 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.

**11. Complaint investigation:** In the event any litigation is started as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred where you have not first allowed us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.