

## Building Inspection Agreement

Dear Client,

The Australian Standard that governs Inspections, strongly recommends that to protect you (the Client and/or your nominated party acting on your behalf) and the Inspector from any misunderstanding, that an Inspection Agreement be made available for viewing, prior to the Inspection.

The agreement outlines to the “Client” the “Inspectors” terms, conditions, scope and limitations of the building inspection and report. The “Client” is requested to acknowledge understanding of and agreement to this document and further authorise the “Inspector” to proceed with the building inspection and report as requested.”

A Tekton Building Inspector will inspect and report on your nominated property in accordance with the Australian Standards AS4349.0-2007 and AS4349.1-2007. The purpose of the inspection is to provide advice to you the Client, regarding the condition of the property at the date and time of inspection. Areas for the visual, non- invasive Inspection shall cover all safe and accessible areas and include the Roof, Roof Void, Sub-Floor Void, Interior, Exterior and the Site within 30 metres and within the boundaries of the main building to be inspected (see pages 7-11 of this document for a more detailed list).

Please be aware that your Building Report will NOT be a Timber Pest Report, Electrical Report, Plumbing Report, Pool Report, Cost Estimate Report, Compliance Certificate or a Guarantee against future problems from developing. It will however, be as clear, concise and conclusive a document to help you understand the main issues regarding building items covered by the Australian Standard.

Your responsibility is to pay for the service that your Building Inspector provides. In addition, we strongly recommend that upon receipt of your report, that you read the report carefully and heed all recommendations made by the Inspector. We also recommend you call the Inspector to clarify anything that you don't understand.

Please read the Building Inspection Agreement (pages 3 – 11) and either:

1. Respond via email: shane@tektonbuildinggroup.com.au –  
“I have read, understand and agree to the terms and conditions of the “Tekton” Building Inspection Agreement and further authorise you to proceed with the building inspection and report as requested.” The email response will be noted on the inspection request form and a copy placed on file with the building report.
2. Respond via post: P.O. Box 7003 south penrith NSW 2750 by completing the detachable “tekton” agreement consent at the end of this document. Upon completion and return of the form a copy will be placed on file with the building report.

NOTE: If you have any special requests or changes to the agreement that have not been discussed with “Tekton”, or not included on any written correspondence to “Tekton”, then please notify our office immediately.

NOTE: If You (the client and/or your nominated party acting on your behalf) fail to respond to the agreement and do not cancel the requested inspection then You agree that You have read and understand the contents of this agreement and that We will carry out the inspection on the basis of this agreement and that We can rely on this agreement.

In accepting the Building Report, You agree that the inspection has been carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report.

## SCOPE OF THE INSPECTION & THE REPORT

1. 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 or vendor regarding the condition of the property at the date and time of inspection. Areas for Inspection shall cover all safe and accessible areas.
2. The inspection shall comprise a visual assessment of the items listed in Appendix C to AS4349.1- 2007 for the structures within 30 metres of the building and within the site boundaries including fences.
3. Subject to safe and reasonable access (See Definitions section of this Agreement) the Building Inspection Report will normally report on the condition of each of the areas listed in Appendix A at rear of this Agreement, where applicable.
4. The inspector will report individually on Major Defects and Safety Hazards evident and visible on the date and time of the inspection. The report will also provide a general assessment of the property and collectively comment on Minor Defects which would form a normal part of property maintenance.
5. Where a Major Defect has been identified, the inspector will give an opinion as to why it is a Major defect and specify its location. LIMITATIONS
6. The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access (see Definitions below) is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the inspection. Those areas may be the subject of an additional inspection upon request following the provision or reasonable entry and access.
7. The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
8. The Inspection and Report compares the inspected building 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 durability.
9. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures.
10. The Report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future. Page 4 of 12 Building Inspection Agreement April 2011 version

11. The Inspection WILL NOT look for or report on Timber Pest Activity. You should have an inspection carried out in accordance with AS 4349.3-1998 Timber Pest Inspections, by a fully qualified, licensed and insured Timber Pest Inspector.

12. If Timber Pest Damage is found then it will be reported. The inspector will only report on the damage which is visible.

13. ASBESTOS: No inspection for asbestos will be carried out at the property and no report on the presence or absence of asbestos will be provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. If asbestos is noted as present within the property then you agree to seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal.

14. MOULD (MILDEW) AND NON-WOOD DECAY FUNGI DISCLAIMER: No inspection or report will be made for Mould (Mildew) and non-wood decay fungi.

15. MAGNESITE FLOORING DISCLAIMER: No inspection for Magnesite Flooring will be carried out at the property and no report on the presence or absence of Magnesite Flooring will be provided. If during the course of the Inspection this happens to be noticed then it may be noted in the general remarks section of the report. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a qualified concrete cancer / magnesite specialist and Structural Engineer.

16. ESTIMATING DISCLAIMER: Any estimates provided in the 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 inspector accepts no liability for any estimates provided throughout this report where they occur you agree to obtain and rely on independent quotations for the same work.

17. If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied You agree to:

a) Obtain a statement from the owner as to

i. any Timber Pest activity or damage; ii. timber repairs or other repairs

iii. alterations or other problems to the property known to them

iv. any other work carried out to the property including Timber Pest treatments

v. obtain copies of any paperwork issued and the details of all work carried out

b) Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.

18. The Inspection Will not cover or report the items listed in Appendix D to AS4349.1-2007.

19. Where the property is a strata or similar title, the inspector will only inspect the interior and immediate exterior of the particular unit requested to be inspected as detailed in Appendix B in AS4349.1-2007. Therefore it is advised that the client obtain an inspection of common areas prior to any decision to purchase.

20. The Inspection and Report WILL NOT report on any defects which may not be apparent due to prevailing weather conditions at the time of the inspection. Such defects may only become apparent in differing weather conditions.

21. You agree that We cannot accept any liability for Our failure to report a defect that was concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects.

22. Where Our report recommends another type of inspection including an invasive inspection and report then You should have such an inspection carried out prior to the exchange of contracts or end of cooling-off period. If You fail to follow Our recommendations then You agree and accept that You may suffer a financial loss and indemnify Us against all losses that You incur resulting from Your failure to act on Our advice.

23. The Report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the building will continue as a Residential Property. GENERALLY

24. In the event of a dispute or a claim arising out of, or relating to the inspection or the report, or any alleged negligent act, error or omission on Our part or on the part of the inspector conducting the inspection, either party may give written notice of the dispute or claim to the other party. In the event any litigation is brought 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. If the dispute is not resolved within twenty-eight (28) days from the service of the written notice then either party may refer the dispute or claim to an independent mediator. The cost shall be met equally by both parties or as agreed as part of the mediation 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.

25. THIRD PARTY DISCLAIMER: We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) Regulations 2004 the report resulting from this

inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

26. Prohibition on the Provision or Sale of the Report The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised to do so by Legislation. If We give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause. However, We may sell the Report to any other Person although there is no obligation for Us to do so.

27. Release You release Us from any and all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature that the Person may have at any time hereafter arising from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

28. Indemnity You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against Us arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

**DEFINITIONS:** You should read and understand the following definitions of words used in this Agreement and the Report. This will help You understand what is involved in a property and building inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

**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.

**Access hole (cover)** means an opening in the structure to allow for safe entry to carry out an inspection.

**Accessible area** means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

**Building Element** means a portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

**Client** means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf. (See also "You/Your" below)

**Defect** means a fault or deviation from the intended condition of the material, assembly or component.

**Inspector** means the person or organisation responsible for carrying out the inspection. (See also "Our/Us/We" below.)

**Limitation** means any factor that prevents full achievement of the purpose of the inspection.

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

**Minor defect** means a defect other than a Major defect.

**Person** means any individual, company, partnership or association who is not a Client.

**Property** means the structures and boundaries etc up to thirty (30m) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

**Report** means the document and any attachments issued to You by Us following Our inspection of the property.

**Structural Inspection** means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property. The Report will not include those items noted in Clause A3 of AS 4349.1-2007 e.g. Condition of roof coverings, partition walls, cabinetry, doors, trims, fencing, minor structures, ceiling linings, windows, non-structural & serviceability damp issues, rising damp, condensation etc.

**Safe and Reasonable Access** does not include the use of destructive or invasive inspection methods or moving furniture or stored goods. The Standard defines the extent of safe and reasonable access as follows: "The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal."

It also defines access to areas as defined in the Table below. Access Table from AS 4349.1-2007

Area	Access hole	Crawl space	Height
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Roof interior	400mm x 500mm	Crawl space: 600mm x 600mm	Accessible from a 3.6m ladder
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Roof Exterior	Accessible from a 3.6m ladder placed on the ground.		
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Access Table Notes:

1. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.
2. Sub floor areas sprayed with Chemicals should not be inspected unless it is safe to do so.

**Our/Us/We** means the Pty Ltd company named on the Building Report and Tax Invoice that You have requested to carry out the property inspection and report.

**You/Your** means the party identified throughout the Building Report as the Client, and where more than one party all such parties jointly and severally, together with any agent of that

party. You agree that in accepting and paying for the Building Report that You have read and understand the contents of this agreement and that the inspection has been carried out in accordance with this document.

At the time of taking the order for the Inspection you were asked if there were any Special Requirements or Conditions requested by You or Your Representative regarding the Inspection and Report. These will be referred to in the Building Report on page 5, SPECIAL INSTRUCTIONS FROM CLIENT. If You are in doubt on any matter in this agreement, then it is strongly recommended that you speak directly to the "Tekton" Company Director/ Inspector shown on Your Building Report and Tax Invoice, PRIOR to exchange of contracts.

## **Appendix A**

Subject to safe and reasonable access (See Definitions section of this Agreement) the Building Inspection Report will normally report on the condition of each of the areas listed below, where applicable:

### **- Interior: Ceilings**

Sagging Nails Popping  
Defective Lining Lath and Plaster key damage  
Fibrous plaster scrimming/grouting/strapping  
Cracking, Dampness / Damp Damage

### **Interior: Walls Bulging**

Nails Popping  
Defective Lining  
Cracking  
Dampness and damp damage  
Distortion  
vertically Drummy Plaster and render Interior:

### **Timber Floors**

Damage, Decay, Out of level,  
Dampness and Damp Damage

### **Concrete Floors**

Cracking, Surface damage, Out of Level,  
Dampness and Damp Damage Interior:

### **Timber Windows**

Putty, Broken or cracked glass  
Sash operation, Sash fittings and hardware, Water staining,  
Decaying frames and sashes Interior:



### **Metal-Framed Windows**

Glazing seals, Broken or cracked glass,  
Sash operation, Sash fittings and hardware,  
Water staining and Corrosion Interior:

### **Doors and Frames**

Binding doors, Defective door hardware,  
Corroded or decaying frames, damaged doors,  
Loose/badly fitting door Interior:

### **Skirting and Architraves**

Interior: Kitchen – Bench tops Lifting or delamination  
Damage, Water damage Interior:

### **Kitchen – Cupboards W**

ater Damage, Operation of Doors/drawers Interior:

### **Kitchen –**

Sinks/taps Chips, cracks, Water supply turned on, and taps operated.  
Waste/traps, Leaking, Water Hammer Interior:

### **Kitchen –**

Tiles Drummy, Cracked, Loose, missing Grouting/Sealant Interior:

### **Bathroom,**

WC and Ensuite – Floor Grade,  
Floor Waste Interior:

### **Bathroom, WC and Ensuite –**

Cistern and Pan Cracking, Leaking,  
Installation/Stability Water supply to be turned on and the cistern flushed

### **Bathroom, WC and Ensuite –**

Bidet Cracking, Leaking Installation/Stability Water supply to be turned on and the bidet  
flushed

### **Bathroom, WC and Ensuite –**

Taps Leaking, Water supply to be turned on and the taps operated Interior: Bathroom, WC  
and Ensuite – Tiles Drummy, Cracked, Loose Grouting and Sealant

### **Interior: Bathroom, WC and Ensuite –**

Bath Damage, adequately sealed And Properly Recessed at the junction with the wall

**Interior: Bathroom, WC and Ensuite – Shower** Visual signs of Leakage, Screen, Broken Glass, Water supply to be turned on and the shower operated

**Bathroom, WC and Ensuite – V**  
anity Damage, Doors, Drawers

**Bathroom, WC and Ensuite –**  
Water basin Damage, Loose, Waste/Trap,  
Water supply to be turned on and the taps operated

**Bathroom, WC and Ensuite –**  
Mirrors Cracking, Edging Interior: Laundry – Floor Grade, Floor Waste

**Laundry – Taps Operation, Leaking, Water supply to be turned on and the taps operated**

**Laundry – Tubs/Cabinet Condition Interior: Laundry – Tiles Drummy, Cracked, Loose, Grouting and Sealant Interior:**

**Stairs Stringer, Handrails/ Balusters, Newel Posts, Treads and Risers Interior:** All damp problems Rising, Falling, Condensation, Horizontally or Laterally Penetrating Damp Interior: Electrical installation All electrical wiring, meter-box and appliances need to be checked by a qualified electrician as this area is outside the expertise of the Inspector. The checking of any electrical item is outside the scope of this report.

**Plumbing** All plumbing needs to be inspected and reported on by a plumber, as this area is outside the expertise of the

Interior: Smoke detectors Number installed but not tested. Location not identified.

**Interior: Hard floor covering** (eg ceramic tiles, slate, parquetry) Drummy, Cracked, Loose, Grouting

### **Exterior: Walls**

Lintels Exterior: External cladding Integrity,  
rs and windows Flashings, Mouldings, Sills Page

**Timber or steel frames** and structures Exterior Cracking:

**Visible cracks** will be recorded, but as to whether or not they will worsen over time, will have to be determined by a Structural Engineer, prior to the decision to buy the property, as it is outside the scope of works of the report and outside the expertise of the Inspector to make predictions regarding cracking and settlement.

Buyer beware! Exterior: Chimneys Verticality, Flashings, Brick Deterioration, Mortar Erosion, Lack of support if fireplace is missing, Missing Pots Exterior:

**Stairs** Structural Integrity, looseness, Safety Issues Exterior: Balconies, verandahs, patios, decks, suspended concrete floors, balustrades Structural Integrity, Looseness, Safety Issues

**Roof: Exterior** Tiles, Shingles/Shingles Sheeting, Roof, Gables, Flashing Roof: Skylights, Vents and flues Roof: Valleys Roof:

**Guttering Roof:** Downpipes Roof: Eaves, Fascias and Barges Roof Space:

**Roof Framing** Roof Space: Roof Covering Roof Space:

**Insulation** Roof Space: Sarking Roof Space:

**Party Walls** Sub-Floor Space:

**Timber Floors Supports,** Floor drainage, damp Sub-Floor Space:

**Suspended Concrete** Floors Condition of Concrete, Dampness and Damp Damage, Drainage, Ventilation, or Leaking Pipes, Debris The Site: Car Accommodation The Site: Detached Laundry The Site: Ablution Facilities The Site: Garden Sheds (Not Included in Building Report) The Site: Retaining Walls Retaining walls supporting other structures Landscaping retaining walls less than 1000mm high. All walls equal to, or over 1000mm high are outside the expertise of the Inspector and therefore should be checked by a Structural Engineer.

**The Site: Paths** Subsidence, Integrity Trip Hazard

The Site: Driveways Subsidence, Integrity Trip Hazard The Site: Steps Subsidence, Integrity Trip Hazard The Site: General Fencing Inappropriate Loading The Site: Swimming Pool Fencing Self Closing and self-latching gate The Site: Surface water Drainage Effectiveness The Site: Stormwater run off

End of "Tekton" Building Inspection Agreement

Please don't forget to respond to this agreement so we can proceed with the inspection

See response options on page 2 or print page 12 of this document and return to our office.

1. Respond via email: [shane@tektonbuildinggroup.com.au](mailto:shane@tektonbuildinggroup.com.au) –

“I have read, understand and agree to the terms and conditions of the “Tekton” Building Inspection Agreement and further authorise you to proceed with the building inspection and report as requested.” The email response will be noted on the inspection request form and a copy placed on file with the building report.

“Tekton” Building Inspection Agreement - Client Consent Form I / We (the Client and/or your nominated party acting on your behalf) have read, understand and agree to the client agreement terms, conditions and scope of the inspection and report identified within the “Tekton” Building Inspection Agreement and instruct “Tekton” to proceed with undertaking the building inspection and respective report at the address identified below.

Property Address:

Client Name:

Client Signature:

Date: \_\_\_\_\_ (Authorisation to proceed and responsibility accepted for the inspection and reporting fee quoted) Contact: \_\_\_\_\_ (Home)  
\_\_\_\_\_ (Work) \_\_\_\_\_ (Mobile)  
\_\_\_\_\_ (Fax) Email: \_\_\_\_\_

Our office will contact you upon receipt of this consent form to clarify any details further if required.