

FEE & INSPECTION AGREEMENT

The agreed inspection fee must be paid prior to the inspection taking place as per the terms and conditions advised by ICheck Property Inspections

This agreement forms part of this Pre-Purchase Inspection Timber Pest Report. (Offer & Acceptance, Form of Valuable Consideration and Instructions applies here.)

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

(Definition: **Valuable Consideration**; it is very important that the Purchaser has had time to consider and deliberate what it is you, the inspector, is about to carry out for them as per their instructions. The benefit of carrying out this inspection is confirmed for example if Credit Card details are provided or an agreement is entered into for payment prior or on delivery of the inspection reports.)

(Definition: **Instructions**; the purchaser has given verbal or written directions to carry out this pre purchase pest inspection on their behalf. At times it is very difficult to obtain written directions if the inspection and report is to be carried out the same day as ordered.)

YOU AGREE TO THE FOLLOWING CONDITIONS & THE INSPECTION TYPE ORDERED BY YOU. (VISUAL PEST INSPECTION & REPORT)

This inspection will be carried out in compliance with **AS4349.3-2010 & AS4349 .3 2010** except for Strata Units or properties where the inspection will be according with Appendix B of **AS4349.3-2010**.

- 1. This inspection is a visual evaluation only for the buildings within 30 metres of the main building and within the inspection properties boundaries.
- 2. **ACKNOWLEDGMENT:** I agree to contact the Inspector once I have read the report or the Inspector will contact me. (hir007)
- 3. Safe and reasonable access will only be achieved to the property being inspected to the areas of, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior, The Interior of The Roof Space and within the Sub Floor areas (if applicable) only.
- 4. The report will also advise on visible safety hazards to the building's elements on the day and time of the inspection.
- 5. The Inspector will not conduct any invasive inspections. (Written instructions must be provided for any invasive inspections required now or in the future as the Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, foliage, roof insulation, floor or wall coverings, fixtures, furnishings or any personal belongings currently in place.)
- 6. The Inspector will advise you should there be need to carry out an <u>Invasive Inspection</u> to the property that they inspected. In the event an Invasive Inspection should be required, then you should NOT agree to anything until this Invasive Inspection has been completed and reported on.
- 7. **We DO NOT & WILL NOT** inspect inside of walls, between floors, inside flat roofing, inside any eave areas, behind any stored goods in cupboards, behind heavy furnishings and other areas that are obstructed at our inspection.
- 8. **No inspection will be carried out for Asbestos**. (This is out of our area of expertise, unless otherwise stated)

- 9. **No inspection will be carried out for Magnasite.** (This is out of our area of expertise, unless otherwise stated)
- 10. **No inspection will be made for Mould.** (This is out of our area of expertise, unless otherwise stated)
- 11. **No inspection will be made for Solar Power Panels**. (This is out of our area of expertise, unless otherwise stated)
- 12. **Plumbing & electrical** are not inspected at a Pre-purchase inspection. (This is out of our area of expertise, unless otherwise stated). Consult or engage a licensed plumber or electrician for these elements.
- 13 Costs for building work are not provided within this Report. Should you require any costing you should seek further advice from a licensed builder.
- 14. When a property is occupied, we bring your attention to be aware that furnishings and other belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed and or after this inspected property has been vacated.
- 15. When and if Timber Pest Damage is found, it will be reported. We will only report on the visible damage at the time of this inspection.
- 16. We will at times recommend other types of inspections that are out of our areas of expertise during our inspection reporting process.
- 17. This Inspection will not cover or report the items listed in **Appendix D to AS4349.3-2010.** A copy of Appendix D can be provided upon request.
- 18. Where a <u>Strata Title</u> property is to be inspected, then we will only inspect the strata unit's interior and the unit's immediate exterior to be inspected as detailed in <u>Appendix B in AS4349.1-2007</u>. A full Strata Report must be obtained for all of the common areas before you make an informed decision to purchase the Unit. A copy of Appendix B can be provided upon request.
- 19. If an issue, pending dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Disputes will then be handled by an independent mediator or arbitrator. Each party will pay their own costs.
- 20. We will not be liable for any third-party loss or damage suffered by any Person other than you in connection with the Inspection Reports use. We are released from any claims or further actions, damages or loss whatsoever if this report is to be used by another person or entity without our written permission to do so.
- 21. 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 inspection. The inspector shall also determine whether sufficient space is available to allow safe access.

If sub-floor areas appear to have been recently sprayed with any Chemical Treatments these areas should not be inspected unless it is safe.

Area	Access Panel	Crawl space	Accessible Height
Roof Space:	400mm x 500mm	Minimum of 600mm x 600mm	From a 3.6m ladder off a level platform and only if it is safe to do so
Roof Exterior:	-	-	From a 3.6m ladder only and off a safe level ground surface
Subfloor:	Subject to inspector's discretion as to safe and reasonable access	Subject to inspector's discretion as to safe and reasonable access	Subject to inspector's discretion as to safe and reasonable access

- 22. Limitations to this Inspection are noted above and how these limitations may affect the Inspection are:
- In general, any stored or scattered goods, stored boxes, parked cars, bikes, boats, trailers, A/C unit's and their ducting and any external covering foliage, plants, vines, stored fire wood and timbers, vines clinging to external wall surfaces, trees covering areas will hinder our inspection to the areas clearly stated within the body of this report.
- 23. The inspector shall determine whether sufficient space is available to allow safe access to confined areas.
- 24. Reasonable access does not include the use of destructive or invasive inspection methods or does reasonable access include cutting or making access traps or moving heavy furniture or stored goods.
- 25. Areas NOT Inspected: No inspection was carried out and no report is submitted to any of the inaccessible areas. These include but are not limited to cavity walls, concealed frame timbers, eaves, flat skillion roofs, fully enclosed patio subfloors, patios or verandas with no subfloor access opening, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, sarking thermal insulation, hollow blocks and posts etc....... (hjr007)
- 26. We invite you to contact the inspector shown on the last page of the report so any implications or unresolved issues can be explained. The inspector can only advise on areas within their area of expertise. Any unexplained areas you agree to research yourself prior to making any further decision to purchase this property.
- 27. You are the Purchaser & need to have any misunderstood issues fully explained to you prior to making any decision in purchasing this as inspected property. Your Conveyancer is not adequately qualified to explain any issues to you.

You must contact the Inspector shown on the last page of the report.