

PRE-ENGAGEMENT AGREEMENT

The Australian Standard for building inspections 4349.1 -2007 and timber pest inspections 4349.3 requires that every pre-purchase inspection has a pre-engagement agreement accepted by the home purchaser (or their solicitor/conveyancer) before commencement of the inspection. To comply with the standard and insurers requirements, read the information below.

Section 1. Building Inspection Agreement.

Section 2. Timber Pest Inspection Agreement.

TIMBER PEST INSPECTION AGREEMENT – Section 2

TYPE OF PROPOSED INSPECTION ORDERED BY YOU

Pre-Purchase Timber Pest Inspection AS4349.3.

To avoid any misunderstanding as to the inspection We will carry out and as to the scope of the resulting report You should immediately read, sign and return a copy of this agreement to Us prior to the inspection.

If You fail to sign and or return a copy of this agreement to us You agree that this document forms the agreement between You and AMF Building.

We will carry out the inspection and report as ordered by You in accordance with this agreement and You agree to pay prior to the inspection and delivery of the report.

In ordering the inspection, You agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report.

INSPECTION

1. In the case of Pre-purchase Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-1998 Inspection of buildings Part 3: Timber pest inspections.
2. In the case of Termite Inspections the inspection will be carried out in accord with AS 3660.2-2000 Termite management Part2: In and around existing buildings and structures.
3. A copy of these Australian Standards may be obtained from Standards Australia (www.saiglobal.com/shop) at your cost.
4. Termite Inspections are not recommended for pre-purchase inspections. AS 3660.2-2000 states this and says that the standard that should be used is AS 4349.3-1998. However, if You request only a Pre-purchase Termite Inspection then the inspection will be in accord with AS 3660.2-2000 and not AS 4349.3-1998.
5. All inspections (whether in accord with AS 4349.3-1998 or AS 3660.2-2000) will be a non invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (see definitions below) is both available and permitted on the date and time of Inspection.

6. The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter will not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
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 inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
9. With the written permission of the owner of the premises we will perform a more invasive physical inspection (Special Purpose Inspection and Report) that may involve moving or lifting of insulation, moving stored items, furniture or foliage during the inspection. We will physically touch, tap, test and where necessary force/gouge suspected accessible timbers. We will gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. Inspection time for this report will be greater than for a visual inspection and will involve added cost. It involves disruption in the case of an occupied property, and some permanent marking is likely. The owner must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.
10. If the property to be inspected is occupied then You should be aware 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 some case the concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

SCOPE OF INSPECTION AND REPORT

11. In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.2-1998 the Inspection and resulting Report will be 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 (rot), present on the date and time of the Inspection.
12. In the case of all Termite Inspections in accord with AS 3660.2-2000 inspections the Inspection and resulting Report will. be confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants) present on the date and time of the Inspection. Borers of seasoned timber will not be reported on. Wood decay fungi (rot) will not be reported on but may be reported as a conducive condition for termite activity.
13. In both cases the Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (Hylotrupes bujulus Linnaeus) will be excluded from the Inspection.

14. The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.
15. 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 will be carried out at the property and no report on the presence or absence of Mould will be provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the General Remarks section of this report. 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.

LIMITATIONS

16. Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property are not, or have not been, infested by termites or timber pests. Accordingly the Report will not guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that a future infestation of Timber Pests will not occur or be found.

DETERMINING EXTENT OF DAMAGE

17. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert, as the inspector is not qualified to give an expert opinion. The Report will not and cannot state the full extent of any timber pest damage. 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 some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.
18. If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

COMPLAINTS PROCEDURE

19. 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.

THIRD PARTIES

20. The Report will be made solely for the use and benefit of the Client. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk.

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

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 timber pest inspection or a termite inspection, the difficulties faced by the inspector and the contents of the Report which We will provide You following the Inspection.

Access hole means a hole in the structure allowing entry to an area.

Active means the presence of live timber pests at the time of inspection.

Client means the person(s) for whom the inspection is to be carried out. If ordered by the client's Agent then it is agreed that the Agent represents the client and has the authority to act for and on behalf of the client.

High moisture readings means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

Inactive means the absence of live timber pests at the time of inspection but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

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

Property means the structures, gardens, trees and fences etc up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside the fifty (50) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

Reasonable Access means access to areas as defined in AS 4349.3 - 1998. The standard defines reasonable access as access to "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant'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. Nor does reasonable access include cutting or making access traps, or moving furniture or stored goods.

- **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;
- **Sub Floor** - the dimensions of the access hole must be at least 500mm x 400mm, with a vertical clearance from the floor to bearer, joist or other obstruction of;
 - Timber Floor 400mm
 - Concrete Floor 500mm
- **Roof Exterior**- must be accessible by a 3.6 M ladder placed at ground level.

Report means the report issued to You by Us following Our inspection of the property.

Termites means subterranean and dampwood termites (white ants) and does not include Dry wood termites.
Timber Pests means subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot).

Our/Us/We means the company, partnership or individual that You have requested to carry out the property inspection and report.

ACKNOWLEDGEMENT

21. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents.
22. You acknowledge that if there are Special Requirements / Conditions requested by the Client/Client's Representative regarding the Inspection and report; that these will be communicated via the Report order.

Note: Additional inspection requirements requested by You may incur additional expense in regard to the cost of the inspection.

23. You agree that in signing this agreement, You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay before the inspection and delivery of the report.
24. If You fail to sign and return a copy of this agreement to Us, 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.
25. You agree to pay for the full cost of the Report including any requested Special Requirements/Conditions as per the quotation provided.

DISCLAIMER

Important: Any person ("the client") requesting and / or receiving a service and / or written report via Diamond Network Services ("the broker") does so with the acknowledgement and acceptance of the following conditions. (1) The broker is a marketing and administration company only. (2) The broker simply conveys orders to independent companies ("the provider") for completion. (3) All providers have current professional indemnity insurance. The client and the provider indemnify the broker to and from any legal action resulting from services and / or reports. The broker does not carry professional indemnity insurance. (4) The broker cannot and does not accept liability in relation to the provider's service practise and / or content of furnished reports or warranties.