



<b>SIGNATURE:</b> I acknowledge for ECBAPS to carry out the above inspection/s & I also acknowledge that I have read & understand to <u>following</u> terms & conditions listed below.	
<b>DATE ACKNOWLEDGED:</b>	

## **TERMS & CONDITIONS, TO THE FEE AND INSPECTION AGREEMENT:**

This document, once provided is agreed to and forms part of this Pre-Purchase Inspection Building and Pest Inspection Report as ordered by the above client/s.

### **(Offer & Acceptance, Form of Valuable Consideration and Instructions apply here.)**

*(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.)*

*(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.)*

**CLIENT DETAILS:** As per the front page of this fee and inspection booking form.

**YOU THE CLIENT, AGREE TO THE FOLLOWING TERMS & CONDITIONS: INSPECTION TYPE/S AS ORDERED:** VISUAL BUILDING and PEST INSPECTION and REPORT.

### **(Pest Inspections, are to be conducted as per AS4349.3-2010)**

**(Swimming Pool Inspections and Pool Barrier Safety Certification is carried out as per AS 1926.1 of 1986, 2007 and 2012 as well as the Swimming Pools ACT 1992 No 49 and Swimming pools Regulation 2008)**

### **Pool Inspection Compliance.**

The Certifier is accredited under the *Building Professionals Act 2005*, and is authorised to carry out inspections of swimming pools and to issue certificates of compliance under the *Swimming Pools Act 1992* (SP Act).

The fees must be paid to the Certifier before the Certifier carries out the work described under, 'Description of services'.

1. First inspection, including certificates and/or notices, as appropriate: \$220
2. For each additional inspection, including certificates and/or notices as appropriate: \$110

### **Description of services**

The Certifier will perform all work necessary to comply with relevant statutory requirements including:

3. Inspection of the swimming Pool.
4. Assessing whether the swimming pool complies with the requirements for the issue of a certificate of compliance under s.22D of the SP Act
5. Issuing a certificate of compliance to the Client if the swimming pool complies • issuing the following if the swimming pool is non-compliant: o written notice under section 22E of the SP Act, and o a certificate of non-compliance within seven days of the date of inspection.
6. Providing a copy of the section 22E written notice to the relevant local council:  
Immediately where, in the opinion of the Certifier, the pool poses a significant risk to public safety, or

Within five days after the expiry of six weeks from the date of inspection unless a certificate of compliance is issued beforehand.

7. If necessary, re-inspecting the swimming pool, and issuing certificates and/or written notices, as appropriate
8. Updating the property record on the NSW Swimming Pool Register, as required.

### Pool Inspection Operation Condition

1. We contract the pool operation inspection to SBM Pool Maintenance, they will inspect the pool for visible signs of cracking and damage, check the operation condition of pumps, filtration equipment.
2. Supply a detailed report out lining the condition of items inspected and repairs/maintenance required.

### Building & Pest Inspections

1. This inspection will be carried out in compliance with AS4349.1&0-2007 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.
2. **ACKNOWLEDGMENT:** I agree to contact the Inspector once I have read the inspection report/s or the Inspector will contact me.
3. This PPI Building Inspection by ECBAPS shall comprise of a visual assessment only for the buildings within 30 metres (or what is fair and reasonable) of the main building and within the properties boundaries. (Pest Inspections are up to 50 metres.)
4. Safe and reasonable access only will be achieved to the areas being, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior of the Roof Loft space and within the Sub Floor areas only. Access must be provided to all these above areas.
5. We will also report on the visual Defects, Safety Hazards and Cracking visible on the date and time of the inspection.
6. The Inspector is limited to some areas only and will not conduct any invasive inspections without written consultation and after additional variation documents have been acknowledged and signed.
7. 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 personal belongings in place.
8. The Inspector will compare the building with a building that was constructed with Local and BCA Compliance and what is common with the age and era of the inspected property.
9. We DO NOT inspect the inside of walls behind linings, between floors of second storey properties, inside skillion (flat) roofing, inside the eave areas, behind any stored goods in cupboards, we do not reposition or move any furnishings or wall hangings and other areas that are obstructed at the time of our inspection.
10. When Timber Pest Damage is found, it will be reported on. We will only report on the visible damage at the time of this inspection. (PPIB)
11. **No inspection will be carried out for Asbestos.** (However, if found I may comment on the circumstances.)
12. **No inspection will be carried out for Magnasite.** (However, if found I may comment on the circumstances.)
13. **No inspection will be made for Mould.** (However, if found I may comment on the circumstances.)
14. **No inspection will be made for Solar Power Units.**
15. ECBAPS are qualified to assess and ID Mould and Asbestos affected building elements, we will contact you in the event they are found on the property to discuss further inspection possibilities.
16. Estimates, Tenders and Quotations are not provided within this PPIB / PPIP Inspection Report/s and verbal estimates if given, are only opinions of costs of rectification.
17. When a property is occupied, we bring to your attention to be aware of that furnishing and other stored or scattered belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed and or once the property becomes vacated. Should you require a reinspection once the property is vacated then additional costs will apply.
18. Where a Strata Title property is to be inspected, Villas, Units, Apartments, High Rise, Town Houses and alike, then we will only inspect the units interior, garage facility associated to such lot and the immediate exterior of the unit or apartment to be inspected as detailed in Appendix B in AS4349.1-2007.
19. **NOTE:** A copy of the relevant AS:4349, AS3660 series of Australian Standards annexed within this agreement can be forwarded to the client once requested to do so at no additional cost.
20. Full Strata Report/s should be obtained for all of the common areas and sinking fund monies before you make an informed decision to purchase the Unit or similar.

21. This PPIB and or PPIP report/s are not Structural Report/s, should you require any advice of a structural or hydraulic nature you should contact a Structural Engineer and a Hydraulic Engineer in relation to this dwelling for complete determination.
22. We will at times recommend other types of inspections and certification that are out of our areas of expertise during our inspection process.
23. If an issue, dispute or a potential claim arises out of this inspection and report/s 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.
24. We will not be liable for any 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.
25. Definitions of acceptance, access, client/s and property issues are clearly defined in AS4349.1-2007.
26. **You Agree to Safe and Acceptable Access:** This does not include any invasive methods or moving of stored goods. "Accessible areas shall be determined by us at the time of inspection which is solely based on our visible findings and inspection expertise at the time of this inspection. We shall determine at the site if sufficient space is available for safe and reasonable access into the areas stated below. We cannot access any areas outside our line of sight, areas that are too close to ground surface or as otherwise stated." If sub-floor areas appear to have been recently sprayed with Chemicals of any description then this area will not be inspected unless and until it is safe to do so. Confined spaces rules will apply here.
27. The use of a drone is recommended when a area of the building might not be able to be accessed due to height restriction >3.6m from the ground. Please note that weather & environmental conditions can determine if drone can be used or not & in the chance it cannot be used due to rain, wind, dust, environment around the structure. The inspection can be rescheduled and/or agreement made to continue without the use of a drone.

AREA	ACCESS MAN-HOLE	CRAWL/ACCESS SPACE	ACCESSIBLE HEIGHTS
Roof Loft	400mm x 500mm	Crawl space 600mm	Access with the use of a 3.6 step ladder only off a safe level platform
Roof Exterior	N/A	N/A	Access from a 3.6 ladder only off a safe and level ground surface only, second storey roof exteriors <u>WILL NOT</u> be accessed for WH&S reasons
Sub-Floor	This sub floor area will be accessed at the discretion of the inspector/s and only if it is safe to do so, and snakes, unidentified vermin or major mould infestation then this are <u>WILL NOT</u> be accessed for WH&S reasons and further investigations will then be required to determine when and of a reinspection is to be sought		

28. The Inspection Will Not and Does Not cover or report the items listed in **Appendix D to AS4349.1-2007**. (refer to below)

APPENDIX D  
EXCLUSION OF ITEMS FROM INSPECTION

(Informative)

The inspector need not inspect or report on the following:

- (a) Footings below ground.
- (b) Concealed damp-proof course.
- (c) Electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems.
- (d) Concealed plumbing.
- (e) Adequacy of roof drainage as installed.
- (f) Gas fittings and fixtures.
- (g) Airconditioning.
- (h) Automatic garage door mechanisms.
- (i) Swimming pools and associated filtration and similar equipment.
- (j) The operation of fireplaces and solid fuel heaters, including chimneys and flues.
- (k) Alarm systems.
- (l) Intercom systems.
- (m) Soft floor coverings.
- (n) Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems.
- (o) Paint coatings, except external protective coatings.
- (p) Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde).
- (q) Timber and metal framing sizes and adequacy.
- (r) Concealed tie-downs and bracing.
- (s) Timber pest activity.
- (t) Other mechanical or electrical equipment (such as gates, inclinators).
- (u) Soil conditions.
- (v) Control joints.
- (w) Sustainable development provisions.
- (x) Concealed framing-timbers or any areas concealed by wall linings/sidings.
- (y) Landscaping.
- (z) Rubbish.
- (aa) Floor cover.
- (bb) Furniture and accessories.
- (cc) Stored items.
- (dd) Insulation.

(ee) Environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions). (ff)

Energy efficiency.

(gg) Lighting efficiency.

**NOTE:**

*You agree when signing page 1 of this inspection booking form, that you acknowledge to us you have read and understand the contents of this fee and inspection agreement and that the inspection/s will be carried out in accordance with this document on your behalf.*

*You agree to make payment to banking details on invoice before report will be sent.*

*If you decide to cancel the inspection the following charges will be, as a percentage of the inspection cost.*

*>48hrs notice \$0*

*24-48hrs notice \$50%*

*<24hrs notice \$100%*

**Blake Nixon**