

Building Inspection Agreement

Important Information Regarding the Scope and Limitations of the Inspection and a Report

Disclaimer

1. The 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, to 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.

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 DOES NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, moldings, roof insulation/isolation, 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, other areas that are concealed or obstructed. The inspector WILL 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. The 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 (e.g. 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; neighborhood 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 controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should

the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.

5. The Use of Photo's: The report may include photographs. Some picture are intended as a courtesy and are added for information. Some are to help clarify where the inspector has been, what was looked at and the condition of the component at the time of the inspection. Some pictures may be of deficiencies or problem areas, these are to help you better understand what is documented in the report and may allow you to see areas or items you normally would not see. Not all problem areas or conditions will be supported with photos.

6. Report Ownership: The inspector named on the report will remain the owner of the report at all times. The fee paid by Client is for the physical inspection only and the inspector named on the report remains all rights and copyrights of the written report of which the inspector has granted the Client only, named on the report a copy for his or her information only. All rights reserved. No part of the report may be reproduced in any manner or passed on to any third party without the express written consent of the inspector named on the report.

Important Disclaimers

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).

DISCLAIMER OF LIABILITY TO THE THIRD PARTIES: This Report is made solely for the use and benefit of the Client named on the front of this report. 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 party acting or relying on this report, in whole or in part does so at his or her own risk.

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