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P.C. REG NO: 1130
TAFE ACCREDITED
PEST INSPECTOR

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Visual Timber Pest Inspection Request and Agreement

Type of inspection ordered: AS4349.3 2010 Pre-Purchase Visual Timber Pest Inspection.

To avoid any misunderstanding as to the type of 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. 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 Pre-Purchase Visual Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber Pest Inspections.
2. All inspections 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.
3. The inspector may use a probe or screwdriver to tap and sound some timbers. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. The moisture meter can be used on other walls where full access to the walls can be obtained.
4. 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, garden ground covers, retaining walls, garden borders, fences, furnishings, appliances or personal possessions.
5. Inspectors **can not** 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.
6. 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 removed. In some cases the concealment may be deliberate. 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 documentation 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.

7. In Pre-purchase Visual Timber Pest Inspections in accord with AS 4349.3.2010 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 damp wood termites [white ants], borers of seasoned timber and wood decay fungi [wood rot], present on the date and time of the Inspection. The Inspection will not cover any other pests and the Report will not comment on them.
8. 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 the infestation is active or inactive. Continued, regular, inspections are essential.
9. The report will comment on any evidence of a termite treatment that is found at the time of inspection. The purchaser 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 documentation issued.

LIMITATIONS.

- 10 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.

DETERMINE THE EXTENT OF DAMAGE.

- 11 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].
- 12 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, eg framing timbers. 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

- 13 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. 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.

14. 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.

DEFINITIONS.

- 15 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, the difficulties faced by an inspector and the contents of the Report with 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 the agent warrants that he/she has 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 readings should be investigated as the presence could indicate a leak or may indicate timber pest activity.

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.

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.

Reasonable Access means access to areas as defined in AS 4349.3-2010 "areas where safe, unobstructed access is provided and the minimum clearances specified below are available or, where these clearances are not available, areas within the inspector'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 Interior Access Hole = 450 x 450mm – Crawl Space = 600 x 600mm - Height accessible from 2.1m step ladder or 3.6m ladder placed against a wall.

Subfloor Access Hole = 500 x 400mm – Crawl space [timber floor] = 400mm to bearer, joist or other obstruction, [concrete floor] = 500mm.

Report means the report issued to you by us following our inspection of the property.

Termites mean subterranean and damp wood termites and **does not** include dry wood termites.

Timber Pests means subterranean and damp wood termites [white ants], borers of seasoned timber and wood decay fungi [wood rot].

The term our / us / we means the company, partnership or individual named below that you have requested to carry out a timber pest or termite inspection and report.

The term you / your means the party identified as the Client on the face page of this agreement, and where more than one party all such parties jointly and severally, together with any agent of that party.

UNDERSTANDING.

- 16 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 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.
17. 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 for the inspection on delivery of the report.