



Resicert Inspection and Service Agreement - September 2013

1.0 Acceptance of Agreement

The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by Resicert.

2.0 Payment Terms

Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 Purpose of Inspection

The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This 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.

4.0 Scope of Inspection

Scope of inspection will depend on the inspection type which the Client has selected. Pre-purchase inspections are undertaken in accordance with AS 4349.1 - 2007 - Inspection of buildings Part 1: Pre-purchase inspections— Residential buildings - unless otherwise stated below.

4.1 Basic and Standard Inspections

The inspection shall comprise visual appraisal and limited assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property.

It is not required to contain any assessment or an opinion regarding the following:

-Any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling, etc.-An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness. -Any area or item that was not, or could not be, observed by the inspector. -General maintenance other than that which is deemed to be directly related to the ongoing structural performance of the property. -Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be



assessed and reported on where structural damage has occurred, is occurring, or may occur.

4.2 Plus Inspection

Resicert shall inspect accessible parts of the building and appurtenances, together with relevant features of the property within 30m of the building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and storm water run-off.

4.3 Ultimate Inspection Service

Inspector has the right not to test or inspect any component if he believes that through operation or testing it may cause damage or is a potential safety issue.

-Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection -Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability relating to operating a component during the inspection. -Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -For any components that involve water our inspection does not include testing the water quality and content -For pools and spas (excluding bath type spas located in bathrooms) to be tested they must have water to the minimum level prior to the inspection commencing. -For gas bayonets testing is limited to operational of a connected gas appliance. No testing on unused bayonets will be carried out. -Wood fires and fire heating systems are not tested as part of the inspection. This is limited to inspection of the components. -In relation to reticulation systems we test the operation by do not inspect any bores which may be present, zoning systems or water sensor systems -Presence of any asbestos is based on the opinion of the inspector and if confirmation is required this will require laboratory testing by the client. -Any discussions relating to changes to the building structure are subject to client confirmation by a qualified professional or tradesperson. -For all components a visual inspection is undertaken at the time of the inspection and does not offer a warranty or opinion in relation to future condition or functionality. -Testing of components may not include all modes and options available. -Testing of intercom systems can only be tested without the presence of a another party to assist.

4.4 Safety Barrier and Pool Condition Inspection as an add-on or stand alone)

Inspections is completed in accordance with the Western Australian Private Swimming Pool Inspector Guidelines Inspecting Private Swimming Pool & Spa Enclosures Second edition – 24 / 07 / 2007 Inspector has the right not to test or inspect any component if they believe that through operation or testing it may cause damage or is a potential safety issue. -Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection -Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability



relating to operating a component during the inspection. -Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -information contained in the Safety Barrier and Pool Condition Report (as an add-on or a stand alone) is an information document only and will articulate potential issues that are likely to be flagged as deficient by council in the process of achieving required certification for the pool. It is not always possible to operate pumps. For pools and spas (excluding bath type spas located in bathrooms) to be tested must have a minimum level of water prior to commencement of inspection. Resicert is not an agent or government authority according to Local Government (Miscellaneous Provisions) Act 1960 (WA) Part VIII, section 245A and therefore cannot issue a certificate of local compliance, nor issue fines or infringement notices for non-compliance. The report is for information only and will not be reported to a local authority or council. In this way, Resicert accepts no liability for any subsequent drownings or accidents resulting in death or injury that may result from the advise provided in the Safety Barrier and Pool Condition Report. The Recommendations made in the report are for information only and Resicert will not seek compliance on behalf of any third party.

5.0 Extent of Reporting

Significant items to be reported are as follows:

- (a) Major defects as defined in AS 4349.1.
- (b) A general impression regarding the extent of minor defects.
- (c) Any major defect that is an urgent and a serious safety hazard.

6.0 Safe and Reasonable Access

This is a visual inspection only. 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. This will apply to roof spaces and underfloor access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Roof inspection by walking upon the roof will be limited to single storey dwellings which are safely accessible with the use of a 3.6 metre ladder, and only when the slope, roof condition and climate do not reduce safety.

7.0 Exclusions from Inspection

Resicert need not inspect or report on the following items:Footings below the ground or concealed damp-proof course - the structural design or adequacy of any element of construction.

- Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications
- Concealed plumbing, gas fittings and fixtures.
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws.
- Air-conditioning , alarm and intercom systems, automatic garage door mechanisms.



- Swimming pools, pool fencing and associated filtration and similar equipment.
- The operation of fireplaces and solid fuel heaters, including chimneys and flues.
- Soft floor coverings.
- Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum
- Paint coatings, except external protective coatings.
- Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos).
- Timber and metal framing sizes and adequacy and concealed tie-downs and bracing.
- Timber pest activity.
- Other mechanical or electrical equipment (such as gates, inclinators).
- Soil conditions and control joints.
- Sustainable development provisions.
- Concealed framing-timbers or any areas concealed by wall linings/sidings.
- Landscaping.

8.0 Liability and Limitations

The Resicert report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection. Resicert's liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

9.0 Money Back Guarantee

If the client is not fully satisfied with the building inspection and/or building inspection report provided, Resicert will refund 100% of the building inspection fee to the client. This will require the client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 60 days from the date of the inspection. After this period it is at the full discretion of Resicert whether a request for a refund will be approved.

10.0 Follow up inspections

The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

11.0 Estimates Provided

Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costings. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings



Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to:

- Type and standard of materials, fittings and fixtures chosen.
- Level of client involvement and engagement required
- Construction method and process chosen
- Overall timings and duration of works undertaken
- Fluctuations in building materials and labour costs
- Scale and extent of the renovation project
- When the renovation project is undertaken
- Location of the works and site conditions

The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor or through obtaining quotations from appropriate suppliers and tradesman.

13.0 Approvals for access to property

The Client represents and assures Resicert that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Resicert from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Resicert recommends checking for permits on all additional construction performed on the property after the original construction.

14.0 Termite/Pest Inspection Coordination:

If request a coordination for a pest inspection service and written report from Resicert the Client does so with the acknowledgement and acceptance of the following conditions:

- (1) Resicert does not carry out the pest Inspection service or produce the written report.
- (2) Resicert simply conveys orders to independent companies for completion.
- (3) All pest Inspection providers have current professional indemnity insurance. The Client and the provider indemnify Resicert to and from any, omissions, errors, damage, consequences and legal action resulting from the pest inspection services and reports.
- (4) Resicert does not carry professional indemnity insurance which relates to pest inspection services.
- (5) Resicert cannot and does not accept liability in relation to the pest Inspection providers service, and / or content of written reports or warranties which may be provided. The Client's acceptance of the pest inspection coordination service that Resicert provides is done so based on your full understanding and acceptance of these conditions.

15.0 Asbestos Disclaimer

If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Buildings built before 1990 may contain some asbestos. Sheeting should fully sealed. If asbestos is noted as present within the property



you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to peoples health and the Client should seek advice from a qualified asbestos removal expert.

16.0 Not a Compliance Report (For reports within ACT)

This is not a compliance report strictly in accordance with civil law (Sale of Residential Property) regulations: The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion whether expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the inspector. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is strongly recommended that, if the Client has any concerns in respect to the compliance of the structures, a special purpose report be obtained.

17.0 Ownership rights

Resicert retains ownership and all rights to the inspection report. Resicert has the rights to all data collected during the inspection and compiled in the report. Resicert has the right to on-sell the inspection report to 3rd parties subject to removal of any specific Client details. All rights reserved.