

# Resicert Service Agreement

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## **Resicert Inspection and Service Agreement - March 2024**

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 in the numbered clauses below.

Pre-purchase property inspections do not inspect to or comment on building codes, as building codes for different structural areas change regularly. Pre purchase property inspections are designed to offer an informed opinion on what is visibly apparent on the date of inspection.

Timber Pest Inspections are undertaken in accordance with AS 4349.3-2010 - Inspection of Buildings - Part 3 - Timber Pest Inspections. 'Sounding' will be used as a method of inspection where practical and possible. Resicert Pest Inspectors conduct detailed but non-invasive Timber Pest Inspections, but are not Pest Controllers. Rodents, Spiders or other Pests do not form a part of our Inspection process, our Inspectors purely seek to investigate presence of (or past evidence of) Timber Pest Inspects, including but not limited to Termites and Borers.

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.

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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 Safety Barrier and Pool Condition Inspection (WA) as an add-on or stand alone: Inspection is completed in accordance with the Western Australian Private Swimming Pool Inspector Guidelines Inspecting Private Swimming Pool Spa Enclosures Second edition 24 July 2007 / Pool Safety Inspection (QLD, NSW & VIC) as a Compliance Inspection or Advisory only: inspection and report in accordance with AS1926 1&2-2007 and QDC MP3.4: 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 WA Safety Barrier and Pool Condition Report (as an add-on or a stand alone) or a QLD NSW & VIC Advisory Only Report 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 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.

4.4 SMOKE ALARMS - (QLD) it is a requirement from 31 December 2021 that all rental properties are fitted with interconnected photoelectric smoke alarms, and from 31 December 2026 that all homes are fitted with interconnected photoelectric smoke alarms. These alarms must be installed in every bedroom, in hallways and on every level.

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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. - Lands

For Western Australian Residential Properties built pre-1970's, we recommend an electrical inspection to ensure the Roof cabling is satisfactory.

8.0 Liability and Limitations : The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection. 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.

Property conditions can change significantly over time, particularly under severe weather conditions and extremes of temperature. Therefore our Reports are only valid for a period of 60 days following the date 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

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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 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 Depreciation Schedules : Resicert works in conjunction with a Quantity Surveyor to provide Depreciation Schedules for Investment Properties. The Quantity Surveyor is a third party and both logos (Resicert and the third party) will be listed at the top of the report. (2) Resicert holds Professional Indemnity Insurance for Depreciation Schedules, but the tax calculation provided by the Quantity Surveyor is entirely under the provision of the Quantity Surveyor used and Resicert cannot and does not accept liability in relation to any tax calculations.

15.0 Proprietary Rights: The report, contents, comments and format of this inspection report are the proprietary rights of

Resicert Property Inspections and subject to copyright law. Unlawful duplication can result in penalties.

16.0 Asbestos Disclaimer: If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Many building materials for many years contained or were comprised entirely of asbestos material. Approximate dates for legal disuse include: sprayed/lagging - late 1970s, cement sheeting - 1982, corrugated sheeting - 1984, other asbestos cement products - 1986, gaskets - 1997, friction pads - 2003. While your inspector may indicate that there may be some suspected asbestos material at the property, any property constructed prior to 2004 may have elements of asbestos in the materials, lagging, insulation, cement sheeting, piping, floor coverings, floor underlay, expansion joints, caulking, sink pads, toilet systems, pipe insulation, gaskets, gasket insulation and more materials and locations around the home. The only conclusive way to determine if asbestos is present in the home or as a part of the materials in the home is to take a sample and have it professionally tested. This sampling falls outside of the scope of this inspection. Sheeting and asbestos materials should fully sealed. If it is damaged, it should be dealt with immediately. 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.

17.0 Not a "Certificate of Building Compliance" report (For reports within ACT): The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy and act as a compliance report for the purposes of "Building and Compliance". 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 review of the plans and the visually accessible parts of the property at the time of the inspection.

18.0 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.

19.0 In the event that a defect is identified that has not been documented in this report, Resicert must be notified before any remedial work is undertaken. No Liability shall be accepted where remedial action is taken prior to Resicert being advised of the defect and given the opportunity to re-inspect the property and identify the defect.

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