

Resicert Pre-Purchase Inspection Agreement

Rev I - January 2010



1.0 Acceptance of Agreement

Once a 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 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 a prospective purchaser regarding the condition of the property at the time of inspection if a pre-purchase inspection has been carried out.

4.0 Scope of Inspection

Scope of inspection will depend on the inspection type which the client has selected:

4.1 Resicert Structural Inspection

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.

The Resicert Structural Inspection 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 Resicert Structural Plus Inspection

This inspection scope and reporting will be carried out in accordance with AS4349.1-2007.

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.

5.0 Extent of Reporting

Significant items to be reported are as follows:

- (a) Major defects.
- (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

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.

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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:

1. Footings below the ground or concealed damp-proof course.
2. The structural design or adequacy of any element of construction.
3. Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications and security systems.
4. Concealed plumbing, gas fittings and fixtures.
5. Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws.
6. Air-conditioning , alarm and intercom systems, automatic garage door mechanisms.
7. Swimming pools, pool fencing and associated filtration and similar equipment.
8. The operation of fireplaces and solid fuel heaters, including chimneys and flues.
9. Soft floor coverings.
10. Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum
11. Paint coatings, except external protective coatings.
12. Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos).
13. Timber and metal framing sizes and adequacy and concealed tie-downs and bracing.
14. Timber pest activity.
15. Other mechanical or electrical equipment (such as gates, inclinators).
16. Soil conditions and control joints.
17. Sustainable development provisions.
18. Concealed framing-timbers or any areas concealed by wall linings/sidings.
19. 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 inspection and report provided Resicert will refund 100% of the inspection fee to the client.

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

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- 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.