TERMS & CONDITIONS

FOR PROPERTY INSPECTIONS
BY ARCHIN PROPERTY INSPECTIONS

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Scope of works

- This Report is prepared by Archiin and in accordance with Australian Standard 4349.1-2007 Inspection of Buildings Part 1: Pre-purchase inspections Residential Buildings and any other Australian Standards and definitions cited in the Terms and Conditions.
- This Report is prepared on a visual inspection of the condition of the reasonably accessible parts of the property and on the basis of the prevailing structural, soil and weather conditions at the time of the inspection and does not cover enquiries of councils or other authorities. It is not a certificate of compliance for the property within the requirements of any Act, regulation, ordinance or local bylaw.
- Prolonged periods of wet or dry weather may cause structural changes to the property as described in the "Property Maintenance Issues". This report is valid for 3 month from date of inspection.
- The Report will not disclose defects in inaccessible areas, defects that are concealed and/or not reasonably visible, defects that may be apparent in other weather conditions or defects that have not yet arisen.
- The Report does not cover all maintenance items, particularly those such as jamming doors, windows or catches, decorative finishes and hairline or slight cracks. This is in accordance with Category 0 and 1 of Appendix C Australian Standard AS 2870-2011.
- This Report is not a pest inspection. Archiin recommends that a pest inspection be carried out on all properties being considered for purchase. Customers wishing to have a full pest inspection should contact Archiin to arrange a separate pest inspection.
- The inspection assumes that the existing use of the property will continue and the Report is prepared on that basis. As such, the inspection will not assess the fitness of the property for any other intended purpose.
- We advise you to verify any proposed change in use with the relevant authorities.

If you are intending to purchase the property, and in consideration of the limitations of a visual inspection, as well as budgeting for the anticipated cost of the recommended repairs and maintenance, Archiin recommends budgeting a further 5% of the value of the property, to provide a "safety net" against unexpected costs that may arise over the first five years of ownership and that this be taken into account when establishing a purchase price. The amount of this safety net is a rough guide for properties generally and not specific to your property.

WHAT IS INCLUDED IN YOUR REPORT

Identification of observed building defects upon a visual inspection of the reasonably accessible parts of the property;

Assessment of defects for significance relative to the expected condition of a well maintained property of similar age and construction type;

Recommended actions for identified defects; Recommended professionals and/or trades who may be appropriate to undertake further investigation or carry out the recommended action;

General and specific additional advice on maintenance matters that your inspector has deemed appropriate.

WHAT IS NOT RECORDED IN YOUR REPORT

Identification of toxic mould, or asbestos related products;

Condition or operation of swimming pools, spas or their surroundings, rainwater or grey water tanks or treatment and similar facilities;

Condition, adequacy or compliance of electrical, gas and plumbing systems including roof plumbing, underground pipes or drainage systems;

Operation adequacy or compliance of security and communications systems, smoke detectors, building services, building automation, electrically operated doors including garage doors, plant, equipment, mechanical, gas or electrical appliances and fittings;

Footings below ground, soil conditions, site factors and hazards;

Compliance with legal, planning, regulatory including Building Code of Australia, sustainability or environmental matters including but not limited to the adequacy or safety of insulation, waterproof membranes and/or other installations, Bushfire Attack Level assessments;

Timber, metal or other framing sizes and adequacy.

INSPECTION ACCESS

The inspector can only inspect the reasonably accessible parts of the property. It is your responsibility to ensure that any inaccessible parts of the property that can be made reasonably accessible for an inspection are made so, prior to the inspection. If parts of the property have been noted as being inaccessible during the inspection, it is important that you contact the inspector and arrange for a second inspection when access is available.

Reasonably and Safely Accessible – Accessible areas which can be accessed by a 3.6 metre ladder or those which have at least 600mm unimpeded vertical and horizontal clearance without the removal of any fixed or unfixed furniture, fittings, stored items, cladding or lining materials, plants or soil. Archiin inspectors are unable to access areas where there is a risk of adverse disturbance or damage to the property. This includes the garden area. The inspector will determine the extent of accessible areas at the time of the inspection.

Workplace Health and Safety access conditions apply subject to relevant State and Territory regulations. Archiin accredited inspectors are unable to inspect areas higher than 3 metres above ground level unless secure ladder access is available and fall prevention devices or barriers are present.

Reasonable Access may not be possible due to physical obstructions or conditions that may be hazardous or unsafe to the inspector. Access restrictions will be noted where appropriate.

GENERAL ADVICE

Your Report is not a pest inspection report.

Archiin recommends pre-purchase and ongoing timber pest inspection in all mainland states and territories.

Smoke detectors must be installed in accordance with current regulations. Archiin suggests that you regularly check these to ensure proper operation.

Drought conditions can cause buildings to crack literally overnight. Please note the precautions advised in the referred Property Maintenance Issues and any specific recommendations made in your Report.

The condition of timber-framed or concrete decks and balconies deteriorates over time – annual inspections should be undertaken to verify their safety.

In the interest of safety, Archiin recommends all property owners should have an electrical safety inspection undertaken by a suitably qualified specialist.

If you are purchasing the property, Archiin recommend a review of all door and window locks and security systems, appliance and equipment at settlement.

Report will be sent in email PDF format only.

Strata, Stratum and Company Title Properties

The Inspection is limited to the nominated individual property including associated private open space. It is not the scope of this Inspection to include common or other adjacent property. Legal advice should be obtained as to the liability to contribute to the cost of repairs in respect of any common property.

Terms & Conditions

The Report has been prepared by Archiin and the named Architect and is supplied to you (the named customer) on the basis of and subject to the Scope of Inspection and the Terms and Conditions of the Contract and the Inspection and Archiin accepts no responsibility to other persons relying on the report.

The Report has been prepared in accordance with Australian Standard 4349.1-2007 Inspection of Buildings Part 1: Pre-purchase Inspections – Residential Buildings and to any other Australian Standards and definitions cited in the Terms and Conditions.

Please note that having provided to you an opportunity to read or hear the Scope of Inspection and the Terms and Conditions following upon you making a booking for the Property Inspection, the inspector has proceeded to conduct the inspection of the property and Archiin has proceeded to supply this Report on the basis that you have accepted the Scope of Inspection and the Terms and Conditions and/or are deemed to have done so upon the inspector arriving at the property.

The Report is to be read in conjunction with all other Archiin Reports issued concurrently for the property.

The Scope of Inspection and the Terms and Conditions take precedence over any oral or written representations by Archiin, to the extent of any inconsistency.

- 1. Archiin accepts no liability with respect to work carried out by other trades, consultants or practitioners referred by Archiin. It is your responsibility to make appropriate contractual arrangements with such suppliers.
- 2. The Report is not a guarantee but is an opinion of the condition of the inspected property relative to the average condition of well maintained similar properties of a similar age. A limited written guarantee is available on written acceptance of the guarantee conditions.
- 3. The Report is not a certificate of compliance for the property within the requirements of any Act, regulation, ordinance or local by-law.
- 4. Archiin does not accept responsibility for services other than those provided in this Report.

- 5. In the absence of the written guarantee provided by Archiin, Archiin liability shall be limited to the provision of a new inspection and report or the payment of the cost of a new inspection and report, at the election of Archiin.
- 6. The Home Maintenance Guide constitutes a vital part of the inspector's recommendations and failure to observe either the recommendations or the Home Maintenance Guide could lead to premature deterioration of the property.
- 7. The Health and Safety Warnings constitutes a vital part of Archiin recommendation to you. Failure to observe the provisions of the warning sheet could jeopardise the safety of the occupants.
- 8. The Report and its appendices and attachments, as issued by Archiin, takes precedence over any oral advice or draft reports, to the extent of any inconsistencies, and only the Report and its appendices and attachments, which form a vital part of the inspector's recommendations, shall be relied upon by you.
- 9. If you are dissatisfied with the Report you agree to promptly give Archiin written notice specifying the matters about which you are dissatisfied and allow Archiin to attempt to resolve the matters with you within 28 days of receipt by Archiin of such written notice before taking any remedial action or incurring any costs.
- 10. Reference to Archiin in this Report and any other documentation includes, where the context permits, its agents and representatives authorised to act on its behalf.
- 11. These Terms and Conditions are in addition to, and do not replace or remove, any rights or implied guarantees conferred by the Competition and Consumer Act 2010 or any other consumer protection legislation.