

## Awesim Pty Ltd - INSPECTION AGREEMENT

### THIS DOCUMENT SETS OUT THE OBLIGATIONS WE HAVE TO EACH OTHER PLEASE READ IT CAREFULLY

1. This Pre Purchase Building Inspection Agreement (the “Agreement”) is made on the date stated in the Schedule between:

Awesim Pty Ltd (hereinafter “Awesim”) first party and  
Client named in the Order Form (hereinafter “Client”) second party.

- a. Awesim carries on the business of conducting building inspections and providing building inspection reports and other services.
- b. Client engages Awesim to conduct a pre purchase building inspection and report findings (“Services”) performed at premises located at the address stated in the Schedule (“the Property”).
- c. Where indicated Client also engages Awesim to conduct other inspection related services as set out in Clause 12. The Additional Services required are indicated by those checked on the appropriate line beside the desired service.

#### 2. FEE:

Client agrees to pay the fee stated in the Schedule for the performance of the Services selected. This amount shall be paid in full prior to completion of the Services (unless otherwise agreed in writing by the parties). Should Client fail to timely pay the fee, Client will reimburse Awesim all reasonably incurred fees associated with collection, including but not limited to administration costs, solicitor fees, and cost of litigation.

#### 3. THE PURPOSE OF THE INSPECTION:

The purpose of the inspection is to provide advice to a prospective purchaser or other interested parties regarding the condition of the property at the time of inspection.

#### 4. THE SCOPE OF THE INSPECTION:

- a. The inspections shall comprise visual assessment of the property to identify major defects and form an opinion regarding the general condition of the property at the time of the inspection.
- b. This inspection will be carried out in compliance with AS4349.1-2007.
- c. The following areas shall be inspected where applicable:
  - i. The interior of the building.
  - ii. The roof space.
  - iii. The exterior of the building.
  - iv. The sub-floor space.
  - v. The roof exterior
  - vi. The property within 30m of the building subject to inspection.

#### 5. AREAS FOR INSPECTION:

Client or its agent shall arrange right of entry, facilitate physical entry to the property and supply necessary information to enable the inspector to undertake the inspection and prepare a report. The inspector is not responsible for arranging entry to the property or parts of the property. Areas where reasonable entry is denied to the inspector, or where reasonable access is not available, are excluded from, and do not form part of, the inspection.

#### 6. LIMITATIONS:

- a. The inspections and report **does not** include any areas that are concealed, contained, or cannot be seen, due to:
  - i. furniture or other personal belongings concealing evidence of issues which may be discovered at a later date;

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- ii. any furniture or personal belongings;
  - iii. locked doors, pets, narrow boundary clearance, thick vegetation, small roof or crawl space and weather conditions.
- b. The inspector cannot move or relocate any furniture or personal belongings.
  - c. Nothing will be dismantled and there will be no invasive inspection during the inspection.
  - d. In cases where the services (water/gas/electricity) have not been used for some time prior to the inspection being carried out, such conditions may inhibit the detection of defects such as dampness caused by water leaks.
  - e. The report is not a certificate of compliance, guarantee, warranty, or any form of insurance.
  - f. The report does not include the identification of unauthorized building work or of work not compliant with building regulations.

### 7. REASONABLE ACCESS:

- a. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers. Subfloor areas sprayed with chemicals will not be inspected unless it is safe to do so.
- b. The following minimum access space is required:

AREA	ACCESS HOLE	CRAWL SPACE	HEIGHT
Roof interior	400 x 500	600 x 600	Accessible from a 3.6m ladder
Roof exterior			Accessible from a 3.6m ladder

### 8. EXCLUSIONS:

- a. The inspection shall not cover the items listed in Appendix D of AS43491-2007.
- b. Other exclusions include inspection of asbestos, Magnesite and mould.

### 9. STRATA PROPERTIES:

- a. The inspection is limited to the interior and the immediate exterior of the property to be inspected, as that is the extent of the individual property, and does not include common property and review of body corporate or similar reports.
- b. Client is advised to obtain a full strata report, including all common areas of the property.
- c. Client and any prospective purchaser is advised that their liability for the cost of repairing building defects is not restricted to the particular unit which they are proposing to purchase, but may include contribution to the whole of the common property.
- d. Client acknowledges that it has been advised that the inspection and report by Awesim of the Property and its immediate surrounds may insufficient as an indicator of the total extent of overall liability of Client to contribute to costs of repairs to the building of the Property should Client proceed to purchase the Property.

### 10. PRE PURCHASE STRUCTURAL INSPECTION:

- a. The inspection is limited to assessment of the structure of the property.
- b. The purpose of the inspection is to provide advice to a prospective purchaser or other interested party regarding the condition of the structure of the property.
- c. The inspection shall comprise of a visual 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.
- d. The inspector shall only inspect the structural elements such as, internal & external walls, roof framing, ceiling framing, subfloor framing, foundations, balconies & pergolas. The presence or otherwise of defects shall only be relevant when such defects relate to the structural condition of the building.

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### 11. VENDOR INSPECTIONS:

Where Client is a prospective vendor of the property Client is required to notify the inspector of any existing conditions or issues of the property, on or before the inspection of the property.

### 12. EXTENT OF REPORTING:

- a. A written inspection report will be provided, describing any:
  - i. Major Defect;
  - ii. Minor Defect;
  - iii. Safety Hazardon the basis of comparison with a building of similar age and similar type, to the subject building and which is in reasonable condition, having been adequately maintained over the life of the building.
- b. The inspector works solely for the Client.
- c. The inspector has no vested interest in whether or not the property purchase is completed.
- d. The inspector does not perform repairs / referral for repair, to prevent a conflict of interest.

### 13. LIMIT OF LIABILITY:

- a. If Awesim fails to perform the Services as provided herein or are careless or negligent in the performance of the Services, liability of Awesim for any and all claims related thereto is limited to the fee paid for the Services, and Client releases Awesim from any and all additional liability to pay damages or compensation.
- b. Client agrees there will be no recovery for consequential damages arising from any Services performed in accordance with this agreement.
- c. Client understands and agrees that the performance of the Services, without this limitation of liability would be more technically exhaustive, likely require specialist advisors additional to the inspector and would cost substantially more than the fee paid for this limited visual inspection.
- d. The client agrees to notify the inspector in written form, within ten working days after discovery of the issue. The client agrees not to repair, replace or alter the issues raised prior to the inspector re-inspecting the property. If a dispute continues then an independent mediator will be required, each party is to pay their own costs.

### 14. CANCELLATION POLICY:

If the inspection is cancelled within a 24hour period of the due date of the inspection or access is not granted at the agreed time of inspection (no show), the full fee of the inspection will be charged.

### 15. DISCLAIMER:

- a. Any report provided by Awesim to Client is based upon a visual inspection only report and non-invasive limited to those areas as set out in this agreement.
- b. The inspection report is confidential and intended for the exclusive benefit and use by the Client and their agent for the purpose of considering the purchase of the Property. The report, or any portion thereof, is not intended to be provided to or for the benefit any person not a party of this agreement. Client acknowledges that if it allows or causes the report or any portion thereof to be disclosed or distributed to any third party, it indemnifies, defends, and holds harmless Awesim for any claims or actions based on the Services or the report brought by any party.