

# **Lock Up Report**

Inspection Date: 2 Oct 2020

Property Address: Dandenong Victoria



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If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

Inspection details Page 3

# **Inspection details**

Property Address: Dandenong Victoria

Date: 2 Oct 2020

Report Type: New Home Construction

## Client

Name: Private

Email Address: Private

Phone Number: Private

## Consultant

Name: Les Camilleri

Email Address: les@masterpropertyinspections.com.au

Licence / Registration Number: A25361

Company Name: Master Property Inspections

Company Address: Essendon Victoria 3040

Company Phone Number: 03 93373884

General description of property Page 4

# **General description of property**

Building Type:

Detached house

Number of Storeys:

Two storey

The land is steep

Site drainage:

Not Applicable

Orientation of the property:

The facade of the building faces north Note. For the purpose of this report the façade of the building contains the main entrance door.

Weather conditions:

Dry

## Primary method of construction

Main building – floor construction:

Main building – wall construction:

Brick veneer (timber framed), External render finish, External cladding

Main building – roof construction:

Pitched roof, Finished with roofing tiles, Timber framed

Other timber building elements:

Not Applicable

Other building elements:

Not Applicable

## Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

Accessibility Page 5

# **Accessibility**

## Areas Inspected

The inspection covered the Readily Accessible Areas of the property. Please note obstructions and limitations to accessible areas for inspection are to be expected in any inspection.

- Building exterior

The inspection does not include areas which are inaccessible due to obstructions, or where access cannot be gained due to unsafe conditions.

## **Obstructions and Limitations**

The following obstructions may conceal defects:

- As Stated In The Report If Any.
- Backfill of soil, to the perimeter of the slab

Obstructions increase the risk of undetected defects, please see the overall risk rating for undetected defects.

## Inaccessible Areas

The following areas were inaccessible:

- Roof Exterior

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently.

Summary Page 6

# **Summary**

SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of safety hazards	Not Found
Evidence of non compliant works	Found
Evidence of substandard workmanship	Not Found
Evidence of incomplete works	Found

## Additional specialist inspections

It is Strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

- Re-Inspection By Master Property Inspections.

# **Significant items**

## Safety Hazard

No evidence was found.

# Non Compliant

## Non Compliant 2.01

Location: Cleaning - All Areas

Finding: Cleaning - debris on site at handover.

It was observed that builder's debris was present on site at handover. This is a defect with

reference to Standards and Tolerances.









#### Non Compliant 2.02

Location: Flooring Upstairs

Finding: Floors - Bouncy / Squeaking (AS1684)

The flooring in this upstairs area was deemed to be noticeably bouncy / squeaky and

unreasonably noisy when walked across.

Floors that squeak in trafficable areas in the first 24 months post-handover are considered

defective

Floors that bounce in a way that can be detected by a person walking normally across the

area are defective unless the substructure has been constructed in accordance with

AS.1684 - Residential timber-framed construction.

Bouncy flooring may also be the result of gaps between flooring or joist structures, which

require packing and/or addition adhesive.

Where required, the flooring should be repaired prior to final handover.



#### **Non Compliant 2.03**

Location: External-Unfinished/Defective Works

Finding: External - Unfinished/Defective Works

The following items will need to be completed or repaired in accordance with the Domestic

Building Contracts Act 1995.

We refer the builder to the implied warranties where the builder agreed to build the dwelling in

a proper and workmanlike manner and with reasonable care and skill.

DOMESTIC BUILDING CONTRACTS ACT 1995, Act No. 91/1995, Part 2 - Provisions that

apply to all Domestic Building Contracts.

Part 2 - Provisions That Apply To All Domestic Building Contracts.

Division 1 - General warranties.

8. Implied warranties concerning all domestic building work.

The following warranties about the work to be carried out under a domestic building contract are part of every domestic building contract -

(A) the builder warrants that the work will be carried out in a proper and workman like manner and in accordance with the plans and specifications set out in the contract.

(D) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract.

**ALSO** 

Additional photos are provided for your general reference.

Arrows have been included to highlight areas of importance.

All these photos are added in to demonstrate DEFECTIVE / SUB STANDARD and/or INCOMPLETE WORKS and they are all required to be rectified as they are ALL not satisfactory for Handover as per the DOMESTIC BUILDING CONTRACT ACT 1995 as stated above.





## Non Compliant 2.04

Location: Perimeter Of The Building - Exterior

Finding: Corrosion Building Element - Rusted or corroded

This building element shows evidence of rusting and corrosion, which is likely to have developed as a result of excessive exposure to moisture and or inadequate coatings.. As surface rust provides no protection to the underlying iron, the deteriorating condition is likely to worsen if not addressed in the short-term future.

Where possible, the use of galvanized (treated) metals or aluminium coated metals aid in rust prevention, as does regular general maintenance. Rust formation can be controlled with coatings, such as paint, that isolate the iron from the environment.

Rusting and corrosion should be managed by ideally removing or limiting the affected surface from exposure to moisture.

The builder should replace or repair any building elements that have been severely affected by rust or water damage.

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I have ONLY taken LIMITED photos of this defect and attached are LIMITED photos of this defect in SOME AREAS ONLY.

All AREAS to the entire property should be checked CAREFULLY to identify any further defects that are the same.





## **Non Compliant 2.05**

Location: Articulation Joints - Exterior Perimeter Of Building

Finding: Articulation joints - Width defective .(AS3700)

To comply with AS3700 all articulation joints must be a minimum gap of 10mm wide and a

max gap of 15mm.

The Masonry Structures Code AS3700 limits the amount of movement to be accommodated at a vertical joint to 15mm, and requires that a gap of at least 5mm should remain after the movement has taken place. It limits the amount of movement to be accommodated at a horizontal joint to 10mm.

The joints also must be sealed to maintain the integrity of weatherproofness, acoustic and fire isolation.



## Non Compliant 2.06

Location: Articulation Joints - Exterior Perimeter Of Building

Finding: ARTICULATION JOINTS - Not Free Of Mortar

I have ONLY taken LIMITED photos of this defect and attached are LIMITED photos of this

defect in SOME AREAS ONLY.

All AREAS to the entire property should be checked CAREFULLY to identify any further

defects that are the same, as this defect is in other areas of the property.

Where appropriate, articulation joints shall be used in masonry walls to limit the potential

cracking or distress that may be caused by footing movement.

Articulation joints shall be provided in unreinforced masonry walls longer than 5 m long. Articulation joints are not required for Class A and Class S sites or for reinforced masonry

designed in accordance with Section 12.

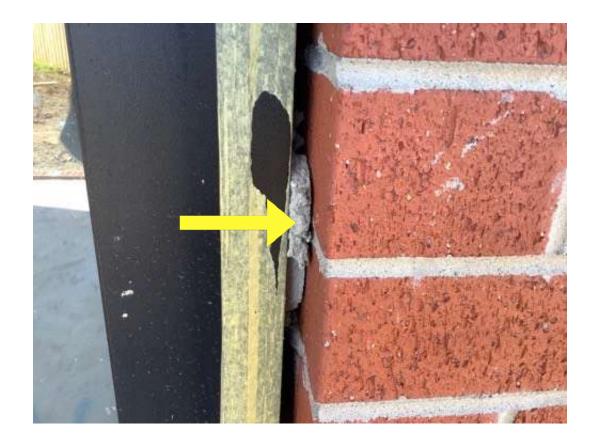
Articulation joints shall be vertical (not toothed), full-height of the masonry, and free of mortar.

It was observed at the time of inspection that many of the articulation joints (AJ's) were obstructed by incompressiblematerial (mortar)

At the time of inspection, this area does not meet the requirements of Australian Standards AS 4455 masonry for small structures or the BCA contractual requirements regarding acceptable finishes.

All AJ's need to be cleaned out and continuous for the full length of the wall.

The responsible contractor should be appointed to complete these works in order to comply with standards and regulations. Such works should be completed prior to final handover.





#### **Non Compliant 2.07**

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brickwork - Excessive mortar (AS4455)

IMPORTANT — ONLY SAMPLE PHOTO'S of the Brick Excessive mortar defects. All AREAS to the entire property MUST be checked and repaired.

It was observed at the time of inspection that several bricks in this area of brickwork require cleaning to remove excessive mortar. While not likely to cause secondary defects, excessive mortar detracts from the overall appearance of the area and should therefore be removed.

At the time of inspection, this area does not meet contractual requirements regarding acceptable finishes. The responsible contractor should be appointed to complete these works in order to comply with standards and regulations. Such works should be completed prior to final handover.

The Building Commission's Guide to Standards and Tolerances clause 3.07, MasonryFacing states that:- 'Masonry faces are defective if they are not cleaned and free of excess mortar' and clause 3.11, Cleaning, Mortar Smears & Stains states that:- 'Stains, mortar smears and damage caused by cleaning are defects if they are visible from a normal viewing positioning.' The faces and edges of the bricks within the wall around this home will have to be properly re-cleaned to remove all traces of the mortar residue from across them.

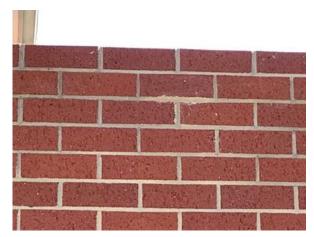






















### Non Compliant 2.08

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick Space Required Between Timber Beam And Brickwork.

There are insufficient expansion gaps between the brickwork and the timber beams in the alfresco.

Part 3.3.1.10 Shrinkage Allowance for Timber Framing of the BCA requires that 'In masonry veneer walls a gap must be left between the timber frame and the top of the masonry wall, including window sills ect, to allow for settlement of the timber framing caused by timber shrinkage.

These clearances must be not less than 5mm at sills of lower and single storey windows; and 8mm at roof overhangs of single storey buildings'.

#### In addition:

The Australian Standard AS 1684.2 Timber Framed Construction and Masonry standard call for a clear gap of 8-10mm to be left to allow for expansion and contraction of timber beams due to varying moisture content.

Once the gaps have been provided the face of the opening can be concealed with a timber trim if desired to finish the installation of neatly.

The bricklayer needs to rework these junctions to achieve the 8mm minimum gap.









## Non Compliant 2.09

Location: Brick Work - Exterior Perimeter Of Building

Finding: Bricks Base - Overhang Of Slab.

It was observed that there are areas where the edge of the slab protrudes past the document

finished dimension of the slab.

The edges of the slab needs to be trimmed back in line with the brickwork face edge. It appears the boxing on the slab may have bulged out which occurs when insufficient pegging and bracing is provided prior to the congrete pour.

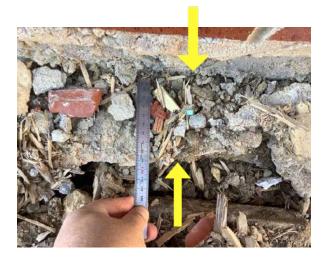
pegging and bracing is provided prior to the concrete pour.

The current overhang will affect any concrete pavement of hard material landscaping such as

pavers and as such the overhang needs to be cut back.

















#### **Non Compliant 2.10**

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick/Wall Overhang On Slab.

I have ONLY taken LIMITED photos of this defect and attached are LIMITED photos of this

defect in SOME AREAS ONLY.

All AREAS to the entire property should be checked CAREFULLY to identify any further

defects that are the same, as this defect is in other areas of the property.

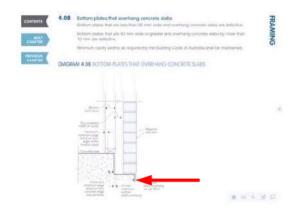
At the time of the inspection it was found that the brickwork is overhanging the slab by more

then 15 mm.

Standards and Tolerances 2015 - Diagram 4.08 states that the maximum overhang of the

90x35mm MGP10 H3 TREATED PINE TIMSER BEAM FIXED TO FACE OF SLAB BEAM

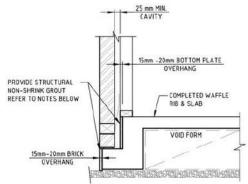
brick work is 15 mm.





25 mm MIN. EAVITY

COMPLETED WAFFLE RB & SLAB



PROVISIONAL ALTERNATIVE EDGE RIB DETAIL FOR BRICK & FRAME OVERHANG (11mm TO 20mm)
N.T.S.











## **Non Compliant 2.11**

Location: Brick Work - Exterior Perimeter Of Building Finding: Brick Base bed joints (exposed)- defective

It was observed that the exposed base bed joint is defective. Exposed base bed joints in masonry walls which are above the finished ground level are considered to be defective if they exceed 20mm in thickness which is the allowable Standards and Tolerances.











#### **Non Compliant 2.12**

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick Mortar joints inconsistent depth - raking defective

IMPORTANT — ONLY SAMPLE PHOTO'S of the Brick Mortar joint defects. All AREAS to the entire property MUST be checked and repaired.

entire property MOST be checked and repaired.

Areas of defective mortar joints were identified as they are raked to inconsistent depths which may also exceed 10mm in some areas. Raked joints should be consistent in depth and not exceed 10mm.

The front of the home in particular to each side of the front door was never racked as the rest of the home meaning a consistent curved in finish of mortar between the bricks, so the builder must make these areas the same as the rest of the home.

The following items will need to be completed or repaired in accordance with the Domestic Building Contracts Act 1995.

We refer the builder to the implied warranties where the builder agreed to build the dwelling in a proper and workmanlike manner and with reasonable care and skill.

DOMESTIC BUILDING CONTRACTS ACT 1995, Act No. 91/1995, Part 2 - Provisions that apply to all Domestic Building Contracts.

Part 2 - Provisions That Apply To All Domestic Building Contracts.

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(D) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract.





#### **Non Compliant 2.13**

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick- NO Damp proof course not compliant with AS requirements

It was observed that the wall which is a single skinned brick veneer wall with a timber frame

to be lined with Gypsum Plaster.

The builder has failed to install the required damp proof course material leaving the wall incapable of draining any accumulated moisture.

The BCA and Australian Standards are very descriptive when it comes to the need to install the Damp Proof Course.

There is no simple way to install the DPC material safely other than to dismantle the wall and start again with the DPC attached to the frame.

The actual DPC position depends on the location and the requirements for this are: 150mm above the adjacent finished ground level or 100mm above sandy well drained areas or 75mm above finished paved or concrete areas or 50mm above finished paved or concrete areas





#### Non Compliant 2.14

Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick Perp Ends & Bed Joints - Variations Excessive

IMPORTANT - ONLY SAMPLE PHOTO'S of the Brick Perp Ends & Bed Joint defects. All

AREAS to the entire property MUST be checked and repaired.

It is observed that there is an excessive deviation from the documented thickness of the brick per ends.

There are variations in excess of 10mmm which is excessively highly then the acceptable levels of workmanship regardless if it is the bricklayers defective workmanship and/or defective sizing or seconds brick supplied by the builder.

The maximum non-structural framework tolerance is 3mm. This identified defect exceeds the maximum allowable tolerance and is therefore considered a defect.

There are inconsistencies throughout the brickwork to the perimeter of the building and the photos attached are only a few as a guide.

Min perpend is 5mm, Max perp end is 8mm.

The nominal size of mortar joints is to be 10 mm unless specified otherwise. Max variation in a bed joint is 3mm.

#### 3.04 Masonry construction

Masonry is defective if it exceeds the tolerances set out in Table 3.04.

Notes to Table 3.04

- 1. Items H, I, J and K are not applicable to thin-bed mortar joints.
- 2. Items I and J tolerances are not applicable when perpend joints are not filled with mortar as is the case with some horizontally cored masonry that is not required to resist horizontal bending.
- 3. Items E, F and I only apply to the true, fair or finish face of single skin masonry.
- 4. For structural tolerances in masonry refer to the Building Code of Australia.
- 5. The tolerances within the table apply to each separate masonry panel face.
- 6. The nominal size of mortar joints is to be 10 mm unless specified otherwise.

Part 3.3.1.7 of the BCA's states that 'Unless otherwise specified masonry bed and perpend joints are to be a nominal 10mm'.

The relevant Australian Standard, A.S.3700-2001 Masonry Structures, states that 'the maximum deviation from a specified thickness of a perpend joints for non-structural face brickwork is +/- 5mm on average' as well as that 'the maximum difference in perpend thickness in any non-structural face brick wall is 8mm' and also that 'the minimum perpend thickness for non-structural face brick wall is 5mm'.

Generally the remedial works are demolishment of brick work and/or at the clients consent render.









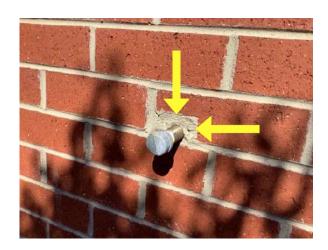
## **Non Compliant 2.15**

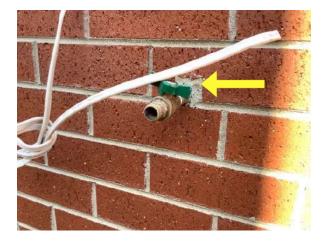
Location: Brick Work - Exterior Perimeter Of Building

Finding: Brick Pipe penetrations (walls) - defective

Examples of pipe penetrations or plumbing holes which are penetrating external walls being defective were identified. Generally this means that the penetrations have not been finished

neatly grouted as appropriate or kept to the smallest practicable size.







#### **Non Compliant 2.16**

Location: Concrete Slab - Perimeter To All Areas

Finding: Vapour barrier - Defective (AS2870- 2011)

IMPORTANT — ONLY SAMPLE PHOTO'S of the vapour barrier defects. All AREAS to the entire property MUST be checked and repaired.

The builder has not completed the vapour barrier system to the porch area concrete perimeter. These areas require the exact same requirements for a vapour barrier system without compromise as the slab of the main building area.

Some builders argue that theses areas of porches, alfresco's and the like do not require the same vapour barrier system, however this is not an accurate statement and under Australian Standards the entire slab area including porches, Alfresco's and any other added areas to the main building must have the vapour barrier as well.

There is no distinction in any supporting evidence of building code or australian standards to state otherwise.

I HIGHLY RECOMMEND that the builders digs the perimeter carefully,, sometimes the entire perimeter, pending of the severity of the vapour barrier (plastic) damage, pending on slab over pour, pending on excessive builders concrete (debri).

It is important to dig along the slab perimeter without damaging the plastic and to extend the vapour barrier plastic higher then the slab rebate as would have been in the post slab report if we performed one.

All over laps must be a minimum of 200mm and the correct tape must be used to seal the plastic.

The functionality of the vapour barrier to the entire perimeter of the building including, between the the buildings each side of the house is being compromised due to poor workmanship during the installation/construction process.

It is a requirement of AS 2870-2011 5.3.3.4 that vapour barriers are turned up and terminated at ground level above pavement adjacent footing. The vapour barrier is defective if building materials and fill has been left on top of the membrane, as this prevents it from being pulled up against the slab when installing perimeter paving as it is intended to be.

This must be remedied immediately to prevent slab edge dampness.	

It is a requirement of AS 2870-2011 5.3.3.4 that vapour barriers are turned up and terminated at ground level above paving adjacent footing. The vapour barrier is defective is building material and fill has been left on top of the membrane as this prevents it from being pulled up against the slab when doing perimeter paving as it is intended to be.

Defective Vapour Barrier Installation - Damaged/Punctured and/or overlapping Defective.

It was noted at the time of inspection that a vapour barrier had not be installed in accordance with AS2870 and BCA Part 3.2.2.6.

- 1/ All over laps are not taped as described below.
- 2/ All the ripps and/or damaged area needs to be taped.
- 3/ Some areas are not up to future ground and/or finished paving or concrete heights and must be extended with 200mm overlay and taped.

4/ Somes areas whilst listed above are Damaged / Ripped / Not Consistent And Sealed with 200mm Overlay And Taped / Not High Enough / Non Existent must ALL be repaired.

The polyethylene vapour barrier from beneath the concrete floor slab must be turned up the external side faces of its edge beams. Failing to install the vapour barrier correctly will allow moisture ingress via slab edge dampness into the internal timber wall skins and/or the floor coverings if not done.

The polyethylene vapour barrier must properly extended up the external side faces of the edge beams to at least the height of future finished ground level or paving i.e. 75mm below the damp-proof course and bottoms of the weepholes, after which any termite barriers that are in place, if required, will also need to be properly instated.

Without a vapour barrier installed, these areas are non-compliant with Australian Standards and are susceptible to excessive moisture, which may create major secondary defects as the building ages. Rectification works are necessary as soon as possible to ensure all standards are met.

NCC 2016 Building Code of Australia - Volume Two

3.2.2.6 Vapour barriers

A vapour barrier must be installed under slab-on-ground construction for all Class 1 buildings and for Class 10 buildings where the slab is continuous with the slab of a Class 1 building as follows—

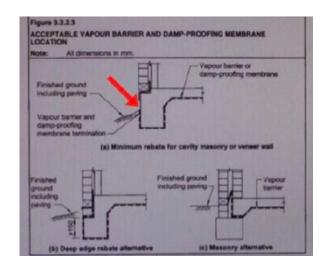
(a) Materials

A vapour barrier must be—

- (i) 0.2 mm nominal thickness polyethylene film; and
- (ii) medium impact resistant, determined in accordance with criteria specified in clause 5.3.3.3 of AS 2870; and
- (iii) be branded continuously "AS 2870 Concrete underlay, 0.2 mm Medium impact resistance".
- (b) Installation

A vapour barrier must be installed as follows—

- (i) lap not less than 200 mm at all joints; and
- tape or seal with a close fitting sleeve around all service penetrations; and
- (iii) fully seal where punctured (unless for service penetrations) with additional polyethylene film and tape.
- (c) The vapour barrier must be placed beneath the slab so that the bottom surface of the slab is entirely underlaid and extends under edge beams to finish at ground level in accordance with Figure 3.2.2.3.













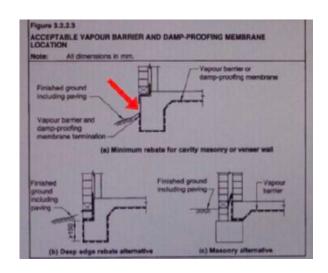
#### **Non Compliant 2.17**

Location: Concrete Slab - Perimeter To All Areas

Finding: Vapour Barrier - Cleaning Perimeter - Builders Excessive Debri.

It is very hard to determine the vapour barrier system and the Brick/Wall Overhang & the Concrete Slab Overhang On Slab with so much excessive brick mortar, render on the ground and other builders debri of excessive rock, small rocks, concrete overpour, but not limited to. The exterior perimeter to the property should be carefully all cleaned up to determine the EXACT defects that require rectification works prior to handover and without all the above performed, the repairs in particular the vapour barrier system can not be determined and repaired.

IMPORTANT — ONLY SAMPLE PHOTO'S of the vapour barrier Excessive Debri defects. All AREAS to the entire property MUST be checked and repaired.













## Substandard Workmanship

No evidence was found.

## Incomplete

## **Incomplete 4.18**

Location: Windows-All Areas

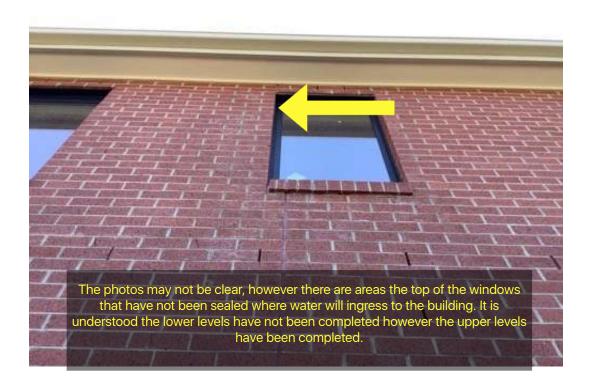
Finding: Window installation not weather tight

It was observed that the window and / or window frame installation is defective because it

was allowing water to penetrate rooms under normal weather conditions.

It is important to colour match the silicon to the window frame, but normally if there is silicon required to the bottom window and/or window rubber then black silicon is normally used.

IMPORTANT — ONLY SAMPLE PHOTO'S of the Window installation not weather tight defects. All AREAS to the entire property MUST be checked and repaired.





# **Additional comments**

There are no additional comments

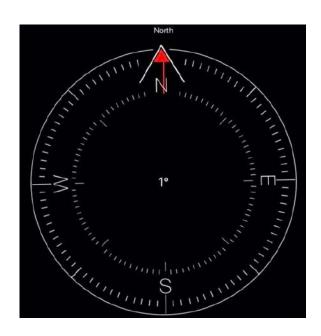
## For Your Information

## For Your Information 5.19

Location: Site Photos & Areas Of Interest.

Finding: Site Photos.

Additional photos are provided for your general reference.





Observations Page 41

# **Conclusion**

## Building consultant's summary

There are a number of defects listed in this report which will require attention to rectify and comply with Australian Standards.

The quality of the finishes to the new home appear to be in average quality and finishes, with many repairs in order to get the home to the finishes that meet the Australian Standards as detailed in this report.

Definitions Page 42

# Terms on which this report was prepared

#### Service

1. This agreement is between the building consultant ("Inspector") and you ("Client"). You have requested the Inspector to carry out an inspection of your property for the purpose of preparing a Standard Property Report ("Report") to you outlining their findings and recommendation from the inspection.

- 2. The purpose of the inspection is to provide the Client with an overview of the Inspector's findings at the time of the inspection and advice as to the nature and extent of their findings.
- 3. This Report has been prepared at the direction of and exclusively for the Client. Details contained within this Report are tailored to the Pre-Inspection Agreement between the Inspector and the Client at the time of the Inspection and no other party can rely on the Report nor is the Report intended for any other party.

#### Scope of the Report

- 4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the property which is not within the scope as set out herein or which occurs after the inspection is expressly excluded from this Report.
- 5. This Report expressly addresses only the following discernible to the Inspector at the time of inspection: (a) Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage;
- (b) any Major Defect in the condition of Secondary Elements and Finishing Elements and collective (but not individual) Minor Defects; and
- (c) any Serious Safety Hazard.
- 6. This Report is limited to the observations and conclusions of the Inspector that were readily observable at the building or site and given the state of property at the time of the Inspection.
- 7. This Report does not include the inspection and assessment of items or matters that are beyond the Inspectors direct expertise.

#### Inspection Limitations

- 8. The Inspection is limited to Readily Accessible Areas of the Building & Site based on the Inspector's visual examination of surface work (excluding furniture and stored items) and the carrying out of Tests.
- 9. Where the Inspection is carried out on a strata or company title property, the Inspection is limited to the interior and the immediate exterior of the residence inspected. The Inspection does not extend to common property areas and the Inspector will not inspect common property areas.
- 10. The Inspector's findings do not extend to matters where the Inspector was restricted or prevented from assessing the building or site as a result of:
- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint;(b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out; and
- (c) areas of the building or site that were obstructed at the time of the inspection or not Readily Accessible Areas of the Building Site. An obstruction may include a condition or physical limitation which inhibits or prevents inspection and may include but are not limited to roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation,

erms and conditions Page 43

#### pavements or earth.

#### **Exclusions**

- 11. This Report does not consider or deal with the following:
- (a) any individual Minor Defect;
- (b) solving or providing costs for any rectification or repair work;
- (c) the structural design or adequacy of any element of construction;
- (d) detection of wood destroying insects such as termites and wood borers;
- (e) the operation of fireplaces and chimneys;
- (f) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (g) lighting or energy efficiency;
- (h) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (i) any appliances or white goods including dishwashers, refrigerators, ovens, stoves and ducted vacuum systems;
- (j) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (k) a review of environmental or health or biological risks such as toxic mould;
- (I) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (m) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (n) in the case of strata and company title properties, the inspection of common property areas or strata/company records.
- 12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. Additional information requested by the Client is not included in this Report.

#### Workplace Safety

13. The Client warrants to the Inspector (including the Inspector's, agents, employees and other personnel) that the Building Site is, to the Client's reasonable knowledge, safe and free of hazardous materials and that no party of the Building site constitutes a dangerous environment or work place safety concern.

#### Acceptance Criteria

- 14. The Inspector may compare the building being inspected with a similar building, unless specified otherwise in the Special Conditions or Instructions. The similar building which the Inspector may compare the current building to was, to the best of the Inspector's knowledge, constructed in accordance with ordinary building construction and maintenance practices at the time of construction and as such has not encountered significant loss or of strength or serviceability.
- 15. The Inspector assumes in their Report that the existing use of the building or site will continue unless specified otherwise in the Special Conditions or Instructions.

#### Acknowledgments

- 16. The Client Acknowledges that contents of the Report is subject to the Scope of the Report, Inspection Limitations, Exclusions and Acceptance Criteria. This Report does not include recommendations or advice about matters outside the scope of the requested inspection.
- 17. Should the Client have any queries or concerns about the purposes, scope or acceptance criteria on which this Report was prepared, all enquiries or concerns are to be discussed with the Inspector within a reasonable time upon receipt of this report.
- 18. The Client acknowledges that they will take all reasonable steps to implement any recommendation or advice provided by the Inspector in their Report as a matter of urgency specified otherwise.

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19. Any further discussions the Inspector following the production of this Report addressing concerns will not be reflected in this Report and as such the Report may not contain all advice or information related to the building or site provided by the Inspector.

- 20. The Client acknowledges that a visual only inspection restricts the Inspectors capacity to inspect the building or site thoroughly and is not recommended by the Inspector unless an inspection of the Readily Accessible Areas and appropriate tests are also carried out.
- 21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of inspection.
- 22. The Client acknowledges that the Inspector is not affiliated with Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections") nor is Hello Inspections liable for the content of the Report prepared by the Inspector or any other third party and the Client hereby indemnifies Hello Inspections from all claims, losses and damage arising, either directly or indirectly, from the Report and the Client accepts this document can be presented to a court as a complete bar to any proceedings by the client or its agents or related parties against Hello Inspections. The Client further acknowledges the Inspector is the agent for Hello Inspections solely for the purposes of this clause.
- 23. The Client acknowledges that Hello Inspections may reproduce the content within this Report for any commercial purpose, including sale of the Report in whole or in part to third parties, provided personal details or information of the Client contained therein are excluded.