



## BORED PIER INSPECTION

1234 Main St. Melbourne VIC 3000

Buyer Name

05/08/2021 9:00AM



Inspector

**Maison Azdari**

Registered Building Practitioner

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Agent

**Agent Name**

555-555-5555

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## **Inspection Agreement**

1. This is an Agreement between you, the undersigned Client, and us, Owner Inspections, pertaining to our inspection of the Property.
2. If there is more than one Client, you are signing on behalf of all of you, and you represent that you are authorised to do so.
3. 'Owner Inspections' Report carries out in accordance with the guidelines of Australian Standard 4349.1 2007 (Standard) which covers the minimum requirements for the Visual Inspection of residential buildings. The purpose of the Inspection is to provide a visual Inspection and provide in-writing advice only to the prospective purchaser/owner regarding the condition of the property at the date and time of Inspection.
4. The Report is NOT a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, local council or other authorities, or as a warranty or an insurance policy against problems developing with the building in the future.
5. The Report is based on the condition of the inspected property at the date and time of Inspection. While the Inspection and Report conducted and prepared with the possible care, still some access limitation and safety hazards can limit the Inspector's ability to detect all defects. These limits and safety items are defined in the standards.
6. The Report assumes that the existing use of the building will continue. If the vendor/owner wishes to change the use of the property, a permit to be acquired from the local authorities.
7. This Report does not include the identification of unauthorised building work or work not compliant with building/council regulations. The Report does not include identification of the municipality regulations and requirements as well as identification of design defects for the construction. According to the Standards, the estimate of the costs of the rectifications is not required in this Report.
8. The construction stage Inspection Report is prepared based on the opinion and assessment of the Inspector at the date and time of the Inspection on the general condition of the inspected property. The Report will not guarantee to include all defects. The Report reflects the quality of workmanship only and will not diminish the responsibility of the builder. The building company has and will have the full responsibility of the build as specified in the law and regulations. This Inspection Report is to Client as a piece of advice and is not a mandatory stage Inspection specified in the Acts and Regulations and building permit.
9. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property located. If we hold a valid occupational license, we may inform you of this, and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

10. Checking Legal matters, building contract, design, easements, local council restrictions and requirements, crossovers, title, boundaries, connections, building envelope, planning and building permits, setbacks and zonings are out of this Inspection and Report scope of work.

11. The Report will not include defects that may only be apparent in certain weather conditions or defects that have not yet appeared due to prolonged periods of wet or dry weather or other reasons.

12. An inspector shall only inspect areas where safe and unobstructed access provided. Reasonable access is defined in AS4349.1-2007 and this Agreement. Reasonable access does not include removing stored material/goods, nails, screws, cutting or making access hole, and moving furniture.

13. We will not test for the presence of radon, a harmful gas, mould, presence of asbestos, soil contamination, or other environmental hazards or violations.

14. The Report does not identify the presence of pests, or any damage caused by pests (e.g. termites, borers, etc.) unless the Client added to the requested service.

15. The Inspection is not intended to include rigorous assessment of all building elements in a property. Any maintenance and general advice items are a helpful guide only. The Report does not necessarily include all maintenance items.

16. If you request a re-Inspection, the re-Inspection is subject to the terms of this Agreement and re-Inspection fee.

17. The Report will be based on the Inspector's assessment on major defects and safety hazards evident and visually visible on the date and time of the Inspection. The Report will also provide a general assessment of the property and collectively comment on minor defects which would form a regular part of property maintenance.

18. Limitation on Liability and Damages: We are not liable for any cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the Inspection for the agreed-upon fee. If you wish to eliminate this liquidated damage provision, we are willing to perform the Inspection for an additional fee of \$2,000 payable in advance upon your request.

19. Our Inspection and Report are for your use only. You give us permission to discuss our observations with real estate agents, owners, builders, or other interested parties. You will be the sole owner of the Report and all rights to it. We are not responsible for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. You are not allowed to send/show our Report and/or a quotation to our market competitors. If Owner Inspections realise that our competitor has/saw our Report belonging to you and your property, we have the right to take legal action to retrieve damages. If you or any person acting on your behalf provide the Report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and Report are in no way a guarantee or warranty, express or

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implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

20. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in Australia, where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorneys' fees incurred in defending that claim.

21. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorised officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorised officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the Inspection.

22. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us because of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified legal advice before accepting this Agreement.

23. You may not assign this Agreement.

24. BY BOOKING THE INSPECTIONS, YOU CONFIRM THAT YOU HAVE CAREFULLY READ THIS AGREEMENT. YOU AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

### **Purpose of 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.

### **Conditions of Inspection**

An Inspection Report may be conditional on Prevailing weather conditions or recent occupancy and use of services that might affect observations; Information provided by the Client or the agents of the Client; Deliberate concealment of defects; Any other relevant factor limiting the Inspection.

### **Scope of Inspection**

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. Where the Client or other interested party requires only assessment of the structure of the property, the scope of the Inspection shall be limited to that described in Appendix A. An estimate of the cost of rectification of defects is not required in an Inspection report in accordance with this Standard.

### **Inspection Records**

The Inspector shall record the following information prior to, or during the course of, the Inspection: Identity of the Inspector undertaking the Inspection; Identity of the Client; The address of the property inspected; Date of Inspection; Weather conditions

at the time of the Inspection; Limitations of Inspection with respect to the accessible area; Observation of defects.

### **Areas for Inspection**

The Client shall arrange right of entry, facilitate physical access 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 access to property or parts of the property. Areas where reasonable entry is denied to the Inspector, or where reasonable access is not available, are excluded and do not form part of, the Inspection.

The Inspector shall inspect accessible parts of the building and appurtenances, together with the relevant feature of the property within 30 m 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, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and stormwater run-off.

The following areas shall be inspected where applicable: The interior of the building; The roof space; The exterior of the building; The sub-floor space; The roof exterior; The property within 30 m of the building subject to Inspection.

Significant items to be reported are as follows:

- (a) Major defects.
- (b) A general impression regarding the extent of minor defects, for example, significantly deteriorating exterior paint.
- (c) Any major defect that is an urgent and serious safety hazard, for example, unsafe balustrades or imminent collapse of a structural member.

### **Items to be inspected where applicable:**

**Interior:** Ceilings, Walls, Timber floors, Concrete floors, Timber or steel frames and structure, Timber windows, Metal/Aluminium framed windows, Doors and Frames, Kitchen: Benchtop, Cupboards, Sink/Taps, Tiles, Bathroom/WC/Ensuite: Cistern and pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Basins, Ventilation, Mirror; Laundry: Taps, Tubs/Cabinet, Tiles, Ventilation; stairs: Stringer, Handrail/Balusters, Treads and risers.

**Exterior:** Walls, Timber or steel frames and structure, Stairs, Balconies, Verandas, patios, decks, suspended concrete floors, balustrades, Roof, Skylight, Valleys, Guttering, Downpipes, Eaves, Fascia and bargeboards.

**Roof Space:** Roof covering, Roof framing, Sarking, Party walls, Insulation.

**Subfloor Space:** Timber Floor, Suspended concrete floors.

**The site:** Car accommodation, detached laundry, ablution facilities and garden sheds, Retaining walls, Paths and driveways, Steps, Fencing, Surface-water.

### **Exclusion of items from Inspection:**

Footings below ground.

The operation of fireplaces, solid fuel heaters, chimneys and flues.

Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum Systems, Alarm and Intercom systems, air-conditioning.

Swimming pools and associated filtration and similar equipment.

Concealed damp-proof course, plumbing, gas fitting and fixtures.

Concealed tie-downs and bracing, framing-timbers or any areas concealed by wall linings/sidings.

Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea-formaldehyde).

Soil conditions, control joints.

Sustainable development provisions, Environmental matters (e.g., BASIX, water tanks, NCC Environmental Provisions), Energy and lighting efficiency, Landscaping.

Rubbish, Stored items, furniture and accessories.

### **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. 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. Reasonable access shall be determined as below:

**Roof interior:** minimum 400mm x 500mm access hole, 600mm x 600mm crawl space, accessible from a 3.6m ladder.

**Roof exterior:** Accessible from a 3.6m ladder placed on the ground.

**Sub Floor Area:** 400mm x 500mm access hole; 400mm x 500mm crawl space. 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 are not to be inspected unless it is safe to do so. 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.

### **Access Limitation:**

The Inspector will conduct a non-invasive visual Inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the Inspection. Areas where reasonable entry is denied to the Inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the Inspection. Those areas may be the subject of an additional Inspection upon request following the provision or reasonable entry and access.

The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are

concealed or obstructed. The Inspector will not dig, gouge, force or perform any other invasive procedures.

### **Examples of access limitations:**

Legal right of entry, locked doors/windows, security systems, pets, furniture or other Obstructions, Height, narrow boundary clearances, thick vegetation, small roof or crawl space, adverse weather conditions.

The Report shall identify any area or item within the scope of the Inspection that was not inspected and the factor that prevented Inspection.

### **Acceptance criteria:**

The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

### **Definitions**

**Access hole (cover):** An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an Inspection, maintenance or repair.

**Accessible area:** An area of the site where sufficient, safe and reasonable access is available to allow Inspection within the scope of the Inspection.

**Building element:** Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

**Client:** The person or other entity for whom the Inspection is being carried out.

**Defect:** Fault or deviation from the intended condition of a material, assembly, or component.

**Inspection:** Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.

**Inspector:** Person who is responsible for carrying out the Inspection.

**Limitation:** Any factor that prevents full or proper Inspection of the building.

**Structural defect:** Fault or deviation from the intended structural performance of a building element.

**Structural element:** Physically distinguishable part of a structure; for example, wall, columns, beam, connection.

**Subfloor space:** Space between the underside of a suspended floor and the ground.

**Roof space:** Space between the roof covering and the ceiling immediately below the roof covering.

**Site:** Allotment of land on which a building stands or is to be erected.

### **Defect Categories:**

**Visually Fine (F):** Item inspected and is visually fine.

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**General Advice (G):** A general advice item is neither defect nor fine. It is only a recommendation/advice/description by Inspector.

**Defect (D):** Fault or deviation from the intended condition of a material, assembly, or component. Repair is recommended on Defect items.

**Major Defect (M):** A defect which can cause further severe damage (structural or non-structural) to the property or make it unsafe. The rectification must carry out ASAP to avoid damages/injuries.

**Unable to Inspect (U):** An area where the Inspector could not inspect at the time of Inspection due to one or more safe/reasonable access limitations.

**Not Applicable (N):** An item which is not applicable to the area of the Inspection.

## SUMMARY

- [-] 2.1.1 Inspector's comments - Inspection Summary: Overall Condition - Action Needed
- [A] 3.1.1 Site Works - Footing Excavation: Pad footing
- [-] 3.2.1 Site Works - Bored Piers Depth: Bottom - To be Cleaned
- [A] 3.2.2 Site Works - Bored Piers Depth: Bored piers less than 500mm deep
- [-] 3.2.3 Site Works - Bored Piers Depth: Bored piers between 500mm and 1000mm deep
- [K] 3.3.1 Site Works - Bored Piers Diameter: As per drawings
- [A] 3.4.1 Site Works - Bored Piers Location: Not as plans
- [A] 3.4.2 Site Works - Bored Piers Location: Few bored piers not dug

# 1: INSPECTION DETAILS

## Information

**In Attendance**

Builder, Concretor

**TYPE OF SLAB**

Waffle Pod

**DOCUMENTATION**

Architectural Plans, Engineering Drawings

**TYPE OF BUILDING**

Residential

**BUILDING AGE**

New Build

**Weather Conditions**

Clear

## 2: INSPECTOR'S COMMENTS

		F	G	D	M	U	N
2.1	Inspection Summary			X			

F = Visually Fine    G = General Advice    D = Defect    M = Major Defect    U = Unable to Inspect    N = Not Applicable

### Observations

2.1.1 Inspection Summary

#### OVERALL CONDITION - ACTION NEEDED



Repair Recommended

## 3: SITE WORKS

		F	G	D	M	U	N
3.1	Footing Excavation				X		
3.2	Bored Piers Depth				X		
3.3	Bored Piers Diameter			X			
3.4	Bored Piers Location				X		

F = Visually Fine    G = General Advice    D = Defect    M = Major Defect    U = Unable to Inspect    N = Not Applicable

### Observations

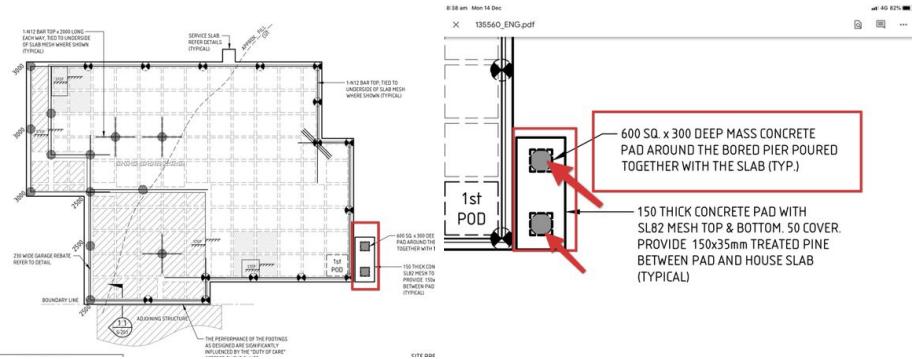
#### 3.1.1 Footing Excavation

#### **PAD FOOTING**

Pad footings not dug as per plan. 600x600mm square required (450mm diameter bored piers only dug).

Recommendation

Contact a qualified professional.



#### 3.2.1 Bored Piers Depth

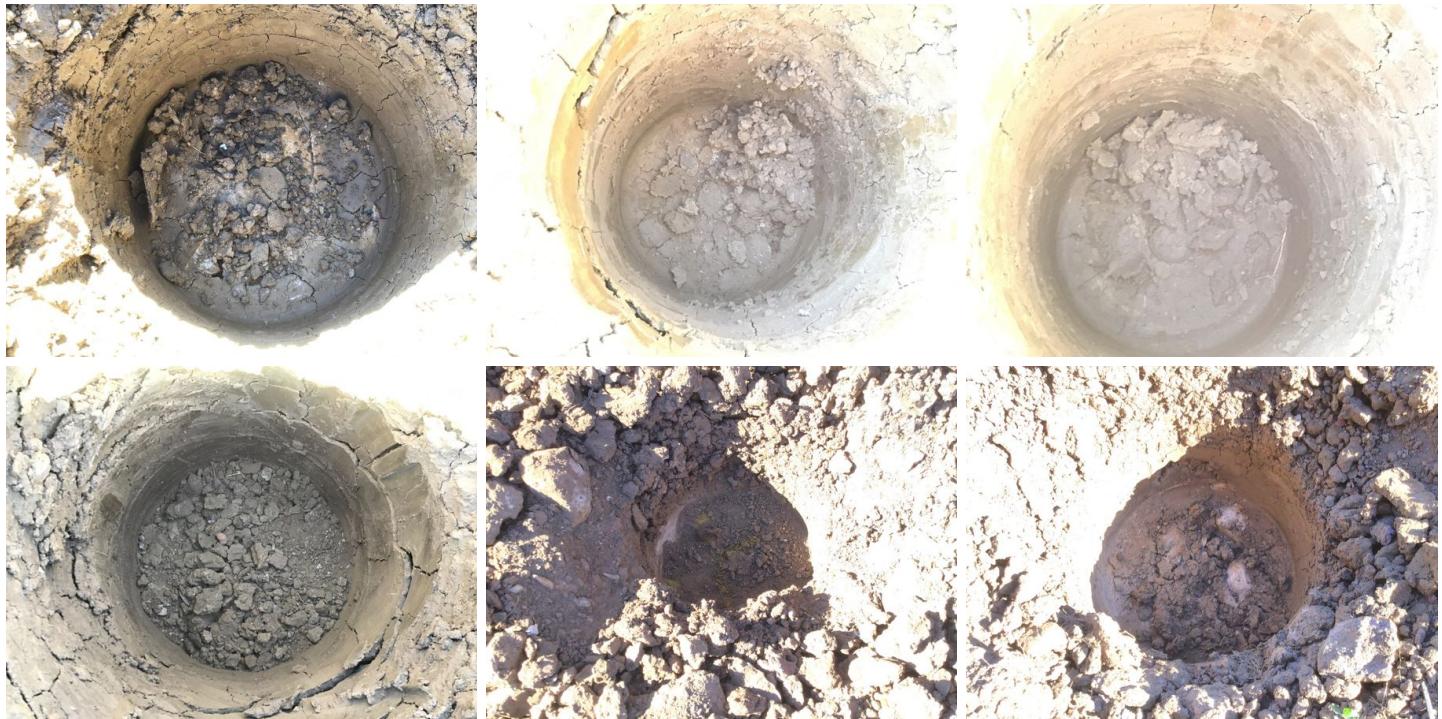
#### **BOTTOM - TO BE CLEANED**

All dirts to be removed from the bottom of the bored piers to reach to the hard surface prior to pouring concrete.

Recommendation

Contact a qualified professional.

Repair Recommended



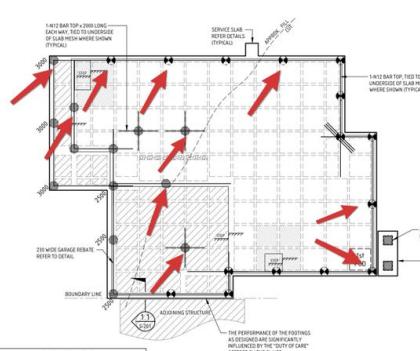
### 3.2.2 Bored Piers Depth

#### **BORED PIERS LESS THAN 500MM DEEP**

Recommendation

Contact a qualified professional.

⚠ Major Structural Defect/Safety Hazard



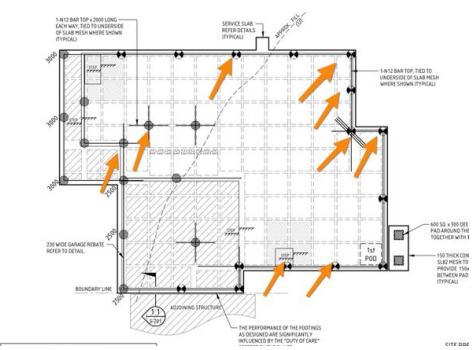
### 3.2.3 Bored Piers Depth

#### **BORED PIERS BETWEEN 500MM AND 1000MM DEEP**

Recommendation

Contact a qualified professional.

⊖ Repair Recommended



### 3.3.1 Bored Piers Diameter **AS PER DRAWINGS**

The bored piers appear to all be drilled to a diameter of 450mm as specified in the engineering drawings.

Recommendation

Contact a qualified professional.



General Advice/Maintenance Item

### 3.4.1 Bored Piers Location

#### **NOT AS PLANS**

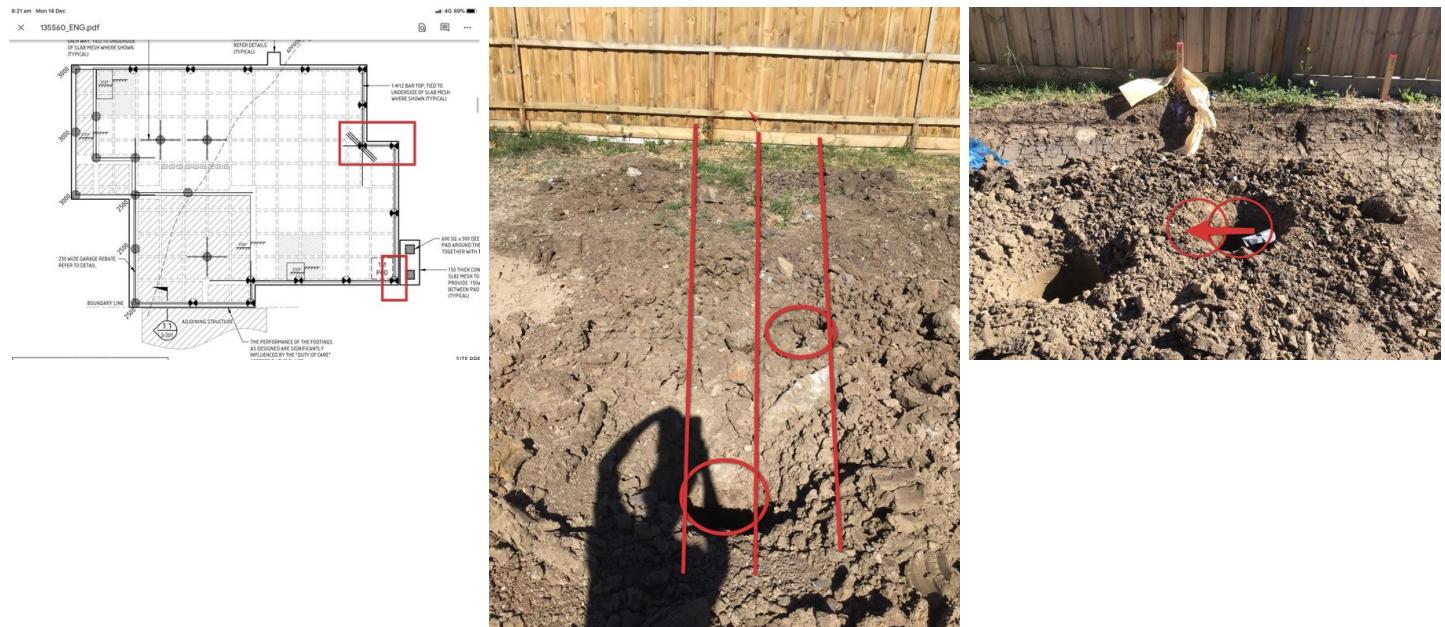
Bored piers location must be under the slab beams

Recommendation

Contact a qualified professional.



Major Structural Defect/Safety Hazard



### 3.4.2 Bored Piers Location

#### **FEW BORED PIERS NOT DUG**

8 bored piers are showing on the plans but not dug as shown by arrows.

Recommendation

Contact a qualified professional.



Major Structural Defect/Safety Hazard





## STANDARDS OF PRACTICE

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