

# LAWRIE PAUL BUILDING & PEST SERVICES



# 50a Darwinia Terrace CHAPMAN ACT

Date of Inspection: Monday 2<sup>nd</sup> March 2015



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# Pre-Purchase Inspection - Residential Building Report – (ACT)

Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1: Pre-Purchase inspections – Residential buildings – Appendix "C"

Administration Details

**Property Address:** 

50a DARWINIA TERRACE CHAPMAN ACT 2611

# Agreement Details

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to Appendix C AS4349.1-2007.

The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

Date of Agreement: 2<sup>nd</sup> March 2015

Specific Requirements/Conditions Required by You were: Nil

Changes to the Inspection Agreement requested: Not applicable

Date the Changed Agreement was accepted: Not applicable

Time the Changed Agreement was accepted: Not applicable

 This Report is subject to conditions and limitations. Your attention is particularly drawn to the Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

### **Inspection Details**

**Date of the Inspection:** Monday 2<sup>nd</sup> March 2015

Time of Inspection: 1:00 pm

Persons in Attendance: Vendor

Weather Conditions at the time of Inspection: Dry

Recent Weather Conditions: Dry

Building Furnished: Yes

Building Tenancy: Occupied

#### Areas Inspected and Restrictions to the Inspection

**The Inspection included:** The Building and the site including fences that are up to 30 metres from the building and within the boundaries of the site.

1. The Actual Areas Inspected were: The Building Interior, The Building Exterior, The Roof Space, The Roof Exterior, The Site

Other Areas Inspected were: Garage, gazebo, pergolas, deck and garden shed.

(a)Areas NOT Inspected Including Reason(s) were: Subfloor – slab on fill Roof void – raked ceiling to kitchen/family/dining and living room Under deck – low construction

(b) Areas NOT Fully Inspected Including Reason(s) were: Inside house – furnishings and stored items restrict visual inspection to some areas

Roof void – some areas due to low construction, ducts, insulation and sarking Garage – stored items reduced visual inspection to some areas

# Recommendations to Gain Access and Reinspect

The Area(s) and/or Section(s) to which Access should be gained or fully gained are: As per items B above.

Further Inspection and Reporting of these areas is Essential once access has been obtained and prior to a Decision to Purchase to determine if any major defect/safety hazard exists in these areas/sections.

### Factors that Influenced the Inspection/Report Outcome

Limitations to the Inspection, apart from "Access Issues" noted above, and how these limitations, have affected the Inspection and/or the preparation of the report:

The limitations were: Nil

#### Details of Apparent concealment of possible defects: Nil

Evidence of apparent concealed defect(s) was seen and details were: Nil

Information provided to the Inspector that has a bearing on the Inspection and/or Report and from whom and when that information was provided: Nil

Important: as this is a visual inspection we strongly recommend the purchaser make inquiries from the vendor about any property issues not visible at time of inspection.

Additional Information provided was: Nil

#### **Details of Other Factors influencing the inspection: Nil**

#### Description and Identification of the Property Inspected

This is a four bedroom, brick veneer single storey residence with internal plasterboard walls and ceiling, concrete floors, truss roof construction with colorbond metal roofing.

#### Other Inspections and Reports Required

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

Council Plan Inspection Timber Pest Inspection Swimming Pool Inspection Drainage Inspection Mould Inspection Airconditioning Inspection Mechanical Services Estimating Report

Electrical Inspection Structural (Engineer) Gasfitting Inspection Alarm/Intercom/Data Systems Hydraulics Inspection Hazards Inspection Garage Door Mechanical

**Plumbing Inspection** Geotechnical Inspection Asbestos Inspection Appliances Inspection Fire/Chimney Inspection **Durability of Exposed Surfaces** 

#### Terminoloav

The Definitions below apply to the TYPES OF DEFECTS associated with individual items/parts or Inspection areas (fields) of an item:

**Damage:** The building material or item has deteriorated or is not fit for its designed purpose. Distortion, Warping, Twisting: The Item has moved out of shape or moved from its position. Water Penetration, Dampness: Moisture has gained access to unplanned and/or unacceptable areas.

**Material Deterioration:** The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay.

**Operational:** The item or part does not function as expected.

**Installation:** The installation of an item is unacceptable, has failed or is absent.

# **INSPECTION FINDINGS**

#### The following areas were inspected where present and within the scope of the inspection -

Interior, The Roof Interior, Exterior, The Roof Exterior, The Subfloor, Garage/Carport, Pergola/Deck, Site.

<u>Important: Strata Title</u> - Where an item above is noted as being part of the Common Area, the item is outside the Scope of this Report. It is strongly recommended that an Inspection and Report on these areas 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.

# THE INTERIOR OF THE BUILDING

If present the following elements were inspected:

**The Rooms:** Ceilings, Walls, Floors, Windows, Doors and Frames, Insect Screens, Trims and Cupboards/Robes.

Kitchen: Bench Top, Cupboards, Sink, Taps and Tiles.

**Bathrooms, Toilets, Ensuite and Laundry:** Cistern and Pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Washbasin, Tubs/Cabinet and Ventilation.

### <u>Description of the Defects/Safety Hazards, Location and the Inspector's</u> <u>Recommendations</u>

### **INTERNAL**

Bedroom 1	<ul> <li>robe installed with four sliding doors;</li> <li>all wall and ceiling linings are sound;</li> <li>no major defects/safety hazards visible;</li> </ul>
Balcony	<ul> <li>this is a suspended concrete structure enclosed with masonry and weatherboard wall cladding with fibre cement sheet wall linings to internal walls;</li> <li>decking squares have been installed over concrete floor;</li> </ul>
Ensuite	<ul> <li>concrete floor construction;</li> <li>floor waste installed;</li> <li>no drainage leaks or water hammer evident;</li> <li>spa bath installed, spa motor working, spa not filled;</li> <li>shower installed over bath;</li> <li>some tap handles are loose and some flanges are not sitting flush against wall tiles, some leaking is possible into wall cavity;</li> <li>light/exhaust fan combination fitted and working;</li> <li>all wall and floor tiles are sound;</li> <li>no major defects/safety hazards visible;</li> </ul>
Bedroom 2	<ul> <li>robe installed with two sliding doors;</li> <li>all wall and ceiling linings are sound;</li> <li>no major defects/safety hazards visible;</li> </ul>

Bedroom 3	<ul> <li>robe installed with two sliding doors;</li> <li>all wall and ceiling linings are sound;</li> <li>no major defects/safety hazards visible;</li> </ul>
Bedroom 4	<ul> <li>no robe installed, freestanding furniture only;</li> <li>bedroom door will not latch properly, easing recommended;</li> <li>external door will not latch properly, easing recommended;</li> <li>all wall and ceiling linings are sound;</li> <li>no major defects/safety hazards visible;</li> </ul>
2 Way Bathroom & Toilet	<ul> <li>concrete floor construction;</li> <li>floor waste installed;</li> <li>no drainage leaks or water hammer evident;</li> <li>minor leaking was induced to base of shower screen in corners, resealing is recommended;</li> <li>filling of shower base and testing of waterproofing is outside the scope of a standard building report;</li> <li>bath tap and spout flanges are not sitting flush against wall tiles;</li> <li>light/exhaust fan combination fitted and working;</li> <li>all wall and floor tiles are sound;</li> <li>all wall and ceiling linings are sound;</li> <li>privacy latches fitted;</li> <li>bedroom door handle requires refixing;</li> <li>no major defects/safety hazards visible;</li> </ul>
Powder Room	<ul> <li>concrete floor construction;</li> <li>no drainage leaks or water hammer evident;</li> <li>hand basin waste washer is protruding;</li> <li>all floor and wall tiles are sound;</li> <li>all wall and ceiling linings are sound;</li> <li>light/exhaust fan combination fitted and working;</li> <li>privacy latch fitted and working;</li> <li>no major defects/safety hazards visible;</li> </ul>
Laundry	<ul> <li>concrete floor construction;</li> <li>floor waste installed;</li> <li>single bowl stainless steel by-pass tub installed with laminated cabinet under;</li> <li>bench top has been designed to accept a front loading washing machine only;</li> <li>no drainage leaks or water hammer evident;</li> <li>all wall and floor tiles are sound;</li> <li>all wall and ceiling linings are sound;</li> <li>storage cupboard installed with one hinged door;</li> <li>no major defects/safety hazards visible;</li> </ul>

- two ceiling mounted smoke detectors fitted;
  - all wall and ceiling linings are sound;
  - storage cupboard installed with two sliding doors;
  - no major defects/safety hazards visible;
- Kitchen, Dining no drainage leaks or water hammer evident;

& Family Room

- **com** exhaust hood fitted and working;
  - 5-plate gas cooktop and electric under bench oven installed, new oven yet to be wired;
  - testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 12;
  - dishwasher installed, not tested;
  - all floor tiles are sound;
  - all wall and ceiling linings are sound;
  - minor amount of moisture swelling noted to skirting adjacent to fridge cavity from previous fridge plumbing leak;
  - all cupboard doors, drawers and bench tops are in good condition;
  - no major defects/safety hazards visible;

### **Living Room** • all wall and ceiling linings are sound;

- ducted air-conditioning controls installed, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 12;
- no major defects/safety hazards visible;

# THE ROOF INTERIOR

#### **Roof Interior** • truss roof construction;

- fibreglass batt insulation to ceiling cavity;
- fibreglass backed (anticon) sarking installed under roofing, anticon has been installed in reverse;
- full inspection was restricted by insulation, ducting, height and sarking;
- insulation needs to be kept clear of all recessed lights so as not to create a fire hazard, purpose made light heat shields recommended;
- ducted air-conditioning unit installed, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 12;
- cleaning of leaf litter in ceiling cavity recommended so as not to create a fire hazard with recessed lights;

# THE EXTERIOR OF THE BUILDING

Windows	<ul> <li>aluminium sliding windows installed;</li> <li>screens fitted;</li> <li>winders fitted;</li> <li>no major defects/safety hazards visible;</li> </ul>
Eaves	<ul> <li>plywood eave soffit sheets installed;</li> <li>soffit sheets adjacent to entry yet to be painted;</li> <li>no major defects/safety hazards visible;</li> </ul>
Fascia & Barge Boards	<ul><li>low maintenance metal colorbond fitted;</li><li>no major defects/safety hazards visible;</li></ul>
Roofing & Flashing	<ul> <li>colorbond metal roofing installed, screw fixed;</li> <li>ridge capping is sound;</li> <li>one roof ventilator fitted;</li> <li>additional flashing is recommended to top of paraphet wall above entry to inhibit windblown rain entry into ceiling;</li> <li>ridge capping and gable verge mortar is sound;</li> <li>roof plane is true and straight at time of inspection;</li> <li>capping/flashing recommended to top of weatherboard wall over front balcony;</li> </ul>
Guttering, Downpipes & Valleys	<ul> <li>low maintenance metal colorbond gutters installed;</li> <li>gutters require cleaning of vegetation debris;</li> <li>some areas appear to be retaining water due to insufficient fall which is not considered significant as most gutters will retain some water, overflowing can be expected to most gutters during heavy rain;</li> <li>front edge of gutter is higher than rear edge, any blockage could cause overflowing into eaves, overflow reliefs are recommended;</li> <li>rainwater heads installed, provision of downpipes from gutter outlets into rainwater heads recommended;</li> </ul>

# CRACKING TO BUILDING MEMBERS

Is there significant cracking to the Building Members: No

# If cracks have been identified in the table below, then <u>A Structural Engineer is required</u> to determine the significance of the cracking prior to a decision to purchase.

Regardless of the appearance of the cracks a Pre Purchase Building Inspector carrying out a Pre Purchase Inspection within the scope of a visual inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding:

(a) The nature of the foundation material on which the building is resting,

- (b) The design of the footings,
- (c) The site landscape,
- (d) The history of the cracks and

(e) Carrying out an invasive inspection,

all fall outside the scope of this Pre Purchase Inspection. However, the information obtained from the five items above are valuable in determining the expected consequences of the cracking and any remedial work needed.

Cracks that are small in width and length on the day of the inspection **may** have the potential to develop over time into Structural Problems for the Home Owner resulting in major expensive rectification work been carried out.

Residence	٠	no significant cracking or movement evident to residence brickwork
Brickwork		at time of inspection;

# THE SUBFLOOR

Did the structure(s) have a subfloor(s) No Where the answer is NO the following Subfloor Description is NOT Applicable.

**Note:** (Where access **was not available or restricted** also refer to the Section "Areas Inspected and Restrictions to the Inspection" on page 3).

• not applicable, concrete slab construction;

# **GARAGE**

Garage Under

- this is a brick structure with concrete floor and 'Bondek' or similar ceiling;
- one roll-a-door fitted with electronic opener, working at time of inspection;
- light and power installed;
- some efflorescence and moisture meter readings noted to base of masonry walls;
- garage could not be fully inspected due to stored items against some walls and floor;
- regular maintenance of elongated drain at front of garage recommended to inhibit moisture ingress;
- no major defects/safety hazards visible;

# **GARDEN SHED**

- this is a colorbond metal detached structure with paved floor and one hinged door;
  - structure is considered sound and performing as intended;

# GAZEBO/PERGOLA/DECK

Gazebo	<ul> <li>this is a timber detached structure with metal roofing and insulated panel ceiling supported on timber posts;</li> <li>the timber posts of the gazebo which are in direct contact with the ground should be elevated onto metal post shoes to inhibit decay;</li> <li>spa bath with hard cover fitted under gazebo, lockable straps are recommended to cover for safety reasons, spa not tested;</li> <li>roofing has been extended at rear;</li> <li>no major defects/safety hazards visible;</li> </ul>
Rear Pergola	<ul> <li>this is a timber attached structure with metal roofing and insulated panel ceiling supported on metal posts;</li> <li>the timber posts of the pergola which are in direct contact with the ground should be elevated onto metal post shoes to inhibit decay;</li> <li>no major defects/safety hazards visible;</li> </ul>
Deck	<ul> <li>this is a timber attached structure supported on brick piers with hardwood decking;</li> <li>no subfloor access possible to deck due to low construction;</li> <li>decks need to be well maintained on a regular basis to inhibit weathering and decay, no weathering or decay evident to time of inspection;</li> </ul>

• no major defects/safety hazards visible;

# THE SITE

Driveway & Paths	<ul> <li>concrete and gravel driveway is in good condition;</li> <li>replacement of broken concrete man hole recommended;</li> </ul>
Surface Water Drainage	<ul> <li>no adverse overland stormwater flow indicators were present for normal weather conditions;</li> </ul>
Hot Water	<ul> <li>instantaneous gas mains pressure hot water unit installed to left hand side, no corrosion or leaking evident, hot water systems can fail at anytime for a number of reasons, however unit was working at time of inspection;</li> </ul>
Heating/Cooling	<ul> <li>ducted air-conditioning fan coil unit installed to left hand side, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard) refer also to Services section on page 12;</li> </ul>
Fences	<ul><li>timber fencing is in good condition;</li><li>metal colorbond fencing is in good condition;</li></ul>
Additional Comments	<ul> <li>internal robe and storage cupboard doors are yet to have finger pulls fitted and have not been stained/painted;</li> <li>provision of a capping is recommended to top of nib wall at front of garage;</li> </ul>

# **SERVICES**

#### **Electrical Installation:**

All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report, as is the clearance of ceiling insulation to light fittings. It's recommended that a licensed electrician be consulted for further advice.

#### **Plumbing:**

All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

#### Hot Water Service:

Hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

#### Gas:

All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

#### Phone:

All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

#### Smoke Detectors:

Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

#### **Conclusion and Summary**

The purpose of the inspection is to identify the major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

**The incidence of Major Defects** in this Residential Building as compared with similar Buildings is considered:

Typical

**The incidence of Minor Defects** in this Residential Building as compared with similar Buildings is considered:

#### Typical

**The overall condition** of this Residential Dwelling in the context of its age, type and general expectations of similar properties is:

#### Average

**Please Note:** This is a general appraisal only and cannot be relied on its own – read the report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and <u>cannot be relied upon on its own</u>. This Summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary. IMPORTANT: All Recommendations made in the above Inspection Findings or elsewhere in this Report should be carried out/or considered in your decision process, prior to purchase. If it is more than 60 days from the inspection date, we recommend a new inspection and report.

#### **Definitions**

**High:** The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

**Typical:** The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

**Low:** The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

**Above Average:** The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

**Average:** The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

**Below Average:** The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

**Major Defect:** Is a Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

Minor Defect: Any defect other than what is described as a major defect.

Accessible area: is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

### Important Advice

**Note:** In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The Exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

**Trees:** Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The septic tanks: Should be inspected by a licensed plumber.

**Swimming Pools:** Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in fines for non compliance under the legislation.

**Surface Water Drainage:** The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and stormwater run off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainer.

# Important Information Regarding the Scope and Limitations of the Inspection and this Report

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

- 1) This report is <u>NOT</u> an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not depends too a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
- 2) THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property <u>fully</u> <u>accessible</u> and visible to the Inspector on the date of Inspection. The inspection <u>DID NOT</u> include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
- 3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. <u>In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak);</u> the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is <u>not a guarantee</u> that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (**NB: Such matters <u>may</u> upon request be covered under the terms of a Special-purpose Property Report**.)

4) CONSUMER COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

- 5) ASBESTOS DISCLAIMER: "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the Additional Comments section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert."
- 6) MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER: Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. If in the course of the Inspection, Mould happened to be noticed it may be noted in the Additional Comments section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

- 7) MAGNESITE FLOORING DISCLAIMER: No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.
- 8) ESTIMATING DISCLAIMER: Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

# **IMPORTANT DISCLAIMER**

**DISCLAIMER OF LIABILITY:** -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:** - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

**Note:** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

**Limited Liability to a Purchaser within the Australian Capital Territory only:** Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

#### This Report may be attached to the Contract provided that:

- I. This Report must include: -
  - (a) the Inspection Date; and
  - (b) the date the Report was prepared; and
  - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- **II.** The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
  - (a) the fact that this Report has been prepared; and
  - (b) the street address of the property inspected; and
  - (c) the Inspection Date stated in this Report; and

- (d) the name and contact details of the company, partnership or sole trader that employs the Building Inspector who prepared the Report; and
- (e) the name of the Building Inspector who carried out the inspection.
- **III.** As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
  - (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
  - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
  - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and
  - (d) The Purchasers agreement to the 'Notice to the Purchaser" should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.
- **IV.** The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Building Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.
- **NOTE:** The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Inspector who carried out the Inspection.

**WARNING:** The Purchaser is advised that this Report reflects <u>the condition of the property</u> <u>existing at the time of the inspection</u> (Inspection Date) and may not reflect the current state. It is, therefore, **very strongly recommended** that you promptly arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement, If it is more than 60 days from the inspection date, we recommend a new inspection and report.

# THIS IS NOT A COMPLIANCE REPORT STRICTLY IN ACCORDANCE WITH CIVIL LAW (SALE OF RESIDENTIAL PROPERTY) REGULATIONS:

The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

### **CONTACT THE INSPECTOR**

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: Michael Ffrench

Address: PO Box 450 CURTIN ACT 2605

Licence: ACT Building Licence No: 2013845 Class C NSW Building Licence No: 263281C

Insurance Accreditation Number: AUS-14-10935

Dated this 2<sup>nd</sup> Day of March 2015

SIGNED FOR AND ON BEHALF OF: Lawrie Paul Building & Pest Services

Flour

Signature:

**Refer Notice to Purchaser (ACT) below** 

#### Notice to the Purchaser (ACT only)

- (a) At the Exchange and prior to the 'Cooling-off Period' you were given an inspection report on the Property you intend purchasing. This Report reflects <u>the condition of the property existing</u> <u>at the time of the inspection</u> (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, **very strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.
- (b) If the Report indicated the presence of termite damage or recommends any other inspections or treatments you should obtain copies of these reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.
- (c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of other reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then you agree that you have decided not to have a further inspection and report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquires and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.
- (d) You agree that the person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.
- **NB** It is a condition of your right to rely upon the Report that you transmit by fax, post or otherwise deliver the signed "Notice to the Purchaser (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

**Please cross out the statement below that does not apply:** - At the date of exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated date of settlement not more than 180 days will have elapsed since the Inspection Date;

- 1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to **rely upon the findings contained in the report**; or
- 2. I/We have **arranged for another inspection of the property and report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
- 3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection Date stated in the Report.

# COMPLIANCE REPORT Block 1 Section 1 CHAPMAN ACT

As requested, Lawrie Paul Building & Pest Services carried out an inspection of the records provided by Environment and Planning Directorate on Monday 2<sup>nd</sup> March 2015. The information listed below is based on documentation supplied by Environment and Planning Directorate and a site visit.

Building Approval Plan No	Certificate of Occupancy	Date	Description of Works
031751/A	031751N1C1	22.04.03	Demolition of Residence
B20102623/A	B20102623C1	25.03.11	Re-Approval of Existing Residence

#### **SUMMARY**

Based on the plans and documents provided by Environment and Planning Directorate, the following has been noted:

- 1. The timber pergola/awning to rear of family room is exempt from approval.
- 2. The timber deck to rear is exempt from approval.
- 3. The roof of the gazebo has been extended which means roof area now exceeds 25m<sup>2</sup>, Building Control approval is required.
- 4. Building Control approval is required for the spa bath under the gazebo as it is capable of holding more than 300mm deep water.

This report has been based on a thorough and careful visual inspection of the building file documents and the property carried out by us. This report deals with matters of compliance with approved plans as held by the Environment and Planning Directorate.

Please find enclosed:

- 1 Conveyancing Enquiry (2 pages)
- 1 File Index for Conveyancing Search
- 2 Certificates of Occupancy
- 1 Survey Certificate
- 1 Units Plan Number 3649 (2 pages)
- 2 Sanitary Drainage Plans
- 5 Architectural Plans depicting the original dwelling

#### Disclaimer

Finally we state that this compliance report is for the use of the Addressee/Purchaser. We accept no responsibility or liability to any other party who might use or rely upon this report without our prior knowledge and written consent. Also, we must state that neither the whole nor any part of this report, or any reference thereto may be included in any published document, circular or statement, nor published in part or in full in any way without the written approval of Lawrie Paul Building Services of the format and context in which it may appear.

No reliance may be placed on this report after 180 days.

Should you require any further assistance please contact me.

Milland

Michael Ffrench

ACT Building Licence No: 2013845 Class C NSW Building Licence No: 263281C Professional Indemnity Insurance Policy No. AUS-14-10935 Expiry Date October 2015



Pacific International Insurance Pty Ltd ACN: 169 311 193 Locked Bag 3 Cardiff NSW 2285 Telephone: 1300 309 169 Fax: +61 (2) 4954 3660 Email: insurance@pacificintins.com

# **CERTIFICATE OF CURRENCY**

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured:	Mick Ffrench Pest & Building Services Pty Ltd
	T/as Lawrie Paul Building Services
Address:	4 Elaroo Place JERRABOMBERRA NSW

#### PARTICULARS OF INSURANCE COVER

Insurer:	Pacific Internation	nal Insurance Pty Ltd
Policy Number:	AUS-14-10935	
Period of Insurance Cover:	14 October 2014	To 14 October 2015
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.

Tuesday, 3 March 2015



ACT Governmen

**Building Conveyancing** Enquiry RESIDENTIAL

Please note that the information provided is limited to the material contained on the building file of the time of completing the conveyancing enquiry Note: Our aim is to provide a 4 to 5 full working day turnaround period for the standard services. Fast track services will only be accepted when ESD has the resources available to Tellver the service. The turnaround time commences from the receipt of the form at Mitchell and does not include delivery time by mail or DX, weekends and oublic holidays.

Mail to ESDD Mitchell Office - GPO Box 1908 Canberra ACT 2501 or small to buildingconveyance@act.gov.au or in person to: 8 Darling Street Mitchell 2911. If you have difficulties completing this form please telephone (02) 6207 1923

Part 1: Site Details		·······
	bil	*Additional Information/Location Description (required if a Unit)
Part 2: Applicant to complete		
Name of Applicant: 1-cubrie Paul Buildings	Past services	
Name of Applicant: <u>FOW TELL DIMENT</u>	0.2605	
Postal Address: 190 002 430 000		
Phone (Business Hours): 6297 6288		
Professional User ID (If applicable): 2299312		Office Use Only
Lessee: <u>Liauran</u>		
Email Address: inspector@loworiepoul	$\underline{CONCUT}$	Trim:
Part 3: Description of Service		Fæes:
🖸 Standard \$86.70	ack \$277,10* (GST incl.)	Officer:
Additional Information Requests:		
Part 4: Delivery Methods		
Collect at Mitchell Counter (Phone when ready)		
ACCESS A UTHORISATION I declare that the particulars of this application for search and/or copies of plans/ Indicated by a tick in the relevant box below.		
I am the owner	I have authorisation (attached) fr	rom the Trustee of the
I have authorisation for Power of Attorney (attached from the owner)	Deceased Estate	om the Solicitor
I lact for a Mortgagee In possession	I have authorisation (attached) fr representing the owner	ALL AND MELLER.
I have authorisation (attached) from the owner	I del agendid fine o	
Lam the solicitor acting on behalf of the owner $2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 $	Date 12 / 2	15
oplicant's Signature RROBERTS	Date	



### **CONVEYANCING PART 2**

#### No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

		<u>Yes</u>	<u>No</u>
1.	(a) Is this a government or ex government house?		$\square$
	(b) If yes, is there a building file with approvals on it?		
2.	ls there any record of incomplete building work on the building file? If yes - file copies attached		$\square$
3.	Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? <b>If yes</b> - file copies attached		$\square$
4.	Are there any records on the building file showing building applications still being processed? (Current within 3 years) <b>If yes</b> - file copies attached		$\square$
5.	Are there any records on the building file in relation to loose-fill asbestos insulation?		$\square$
	If available, copies of the following documents are provided:		
	Certificate/s of Occupancy and Use	$\bowtie$	
	Survey Certificates	$\bowtie$	
	Approved Building Plans	$\bowtie$	
	Ex- government Building Plans		$\boxtimes$
	<ul> <li>Certificate of Completion of Asbestos Removal work**</li> </ul>		$\square$

- Certificate of Completion of Asbestos Removal work\*\*
  - \*\* If YES this indicates that the property was part of the Loose Asbestos Insulation Program. For more information go to the Asbestos Awareness Website - www.asbestos.act.gov.au

#### If requested:

Drainage Plan(s) •

#### ASBESTOS

\*\*The ACT Government is not able to guarantee the accuracy of the information in this report. You should make your own enguiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website -- www.asbestos.act.gov.au

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc.

Search officer comments (if any?)			
Search officer initials: Tony	Cost of application: \$108.20	Date completed:	17/02/2015

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Comments: Plan 04216/A approval lapsed re approved as B20102623/A

Drainage Plan Number: 24196

Soil Classification Number: Yes





ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

# Certificate of Completion of Demolition

Certificate No.031751N1C1

This Certificate is issued in accordance with Section 53 (7) of the Building Act.

The demolition of building work listed on this certificate has been completed in accordance with the prescribed requirements.

Builder	Suburb	Section Block
GEORGE PETROPOULOS	CHAPMAN	1 1
Notice of Intention to Start Work Number 031751N1	Plan 031751/A	

#### **Building Work**

Nature of Work		Uniț	Other Description	W.	1	Type of Construction
DEMOLITION	RESIDENCE		BUSHFIRE EFFECTED	- EXEMPT FROM	1a (i)	

#### Comments

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#### Important note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

STEPHEN ELWORTHY Deputy Building Controller

Tate



# Certificate of Occupancy and Use

ACT Planning & Land Authority

Certificate No.: B20102623C1

#### ACT Planning and Land Authority

ABN 46 346 672 655 8 Darling Street Mitchell GPO Box 1908 ACT 2601 ACTPLA Homepage: www.actpla.act.gov.au

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	1	1	CHAPMAN		Australian Capital Territory

<u>Plans</u>	
B20102623/A	

#### Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder)
1a(i)	Other	SEE DESCRIPTIO N	RE-APPROVAL OF EXISTING RESIDENCE UNIT A (SUPERCEDES REGO NO. 04216)			B20102623N2	KRESO GAVRAN

#### Comments

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#### Important Note:

1. Residential building statutory warranties and residential insurance does not apply in relation to building work.

2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Samantha Borrett

issued on: 28

25/03/2011 12:02 PM

Delegate of the ACT Construction Occupations Registrar.

Page 1 of 1

n+ssurvev

PS.YJ - 25976 20 May 2004

Kresno and Mijo Gavran 46 McKail Crescent STIRLING ACT 2611

Dear Sir

As instructed, we have surveyed land at Chapman, in the Division of Chapman, District of Weston Creek having a curved frontage of 3.31 metres arc to Darwinia Terrace, being Block 1 Section 1 Deposited Plan Numbered 3356 as shown by red edging in the sketch plan below.

Upon this land stands the brick foundation of a building in the course of erection to be on completion a cottage residence.

The sketch shows the position of the foundation relative to the boundaries.

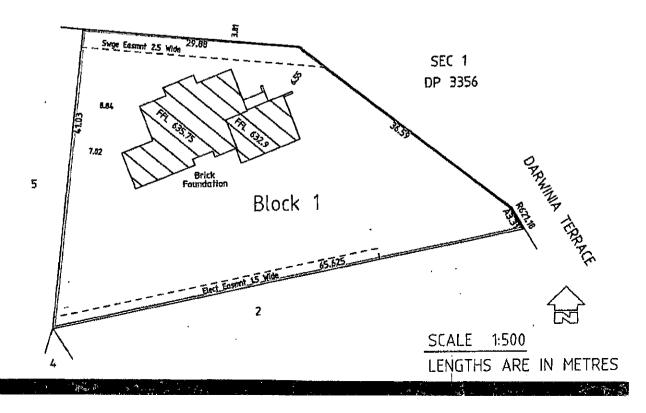
The boundaries of the subject land are not fenced.

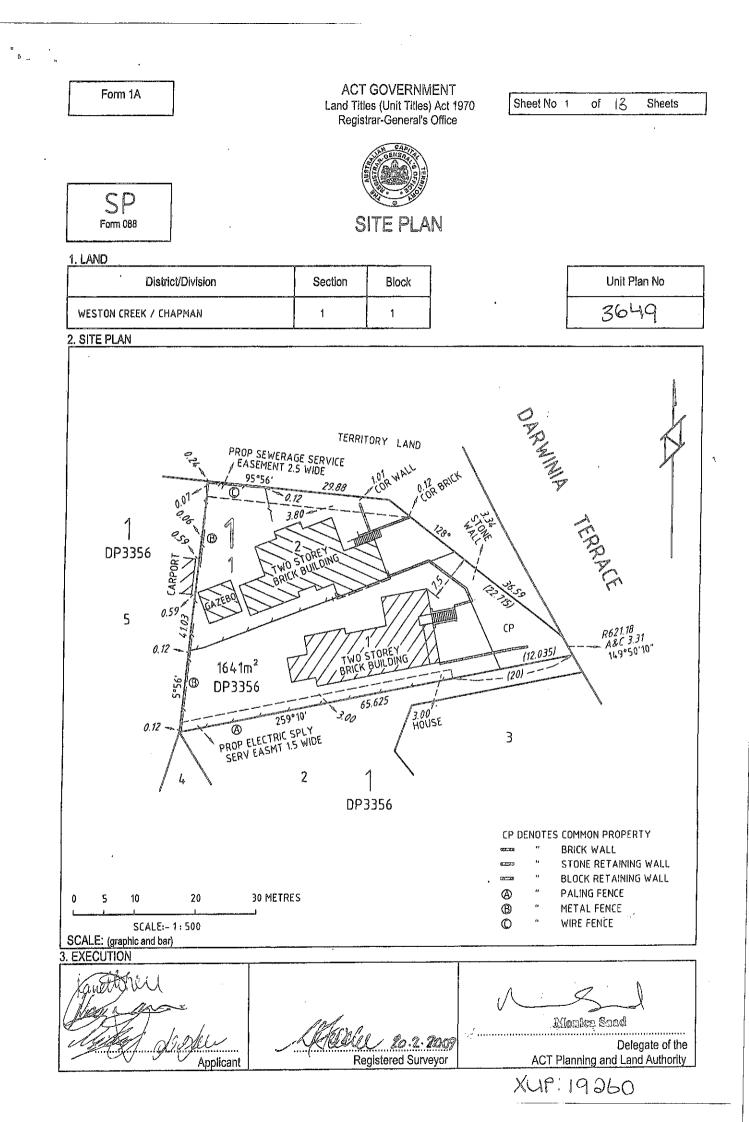
Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

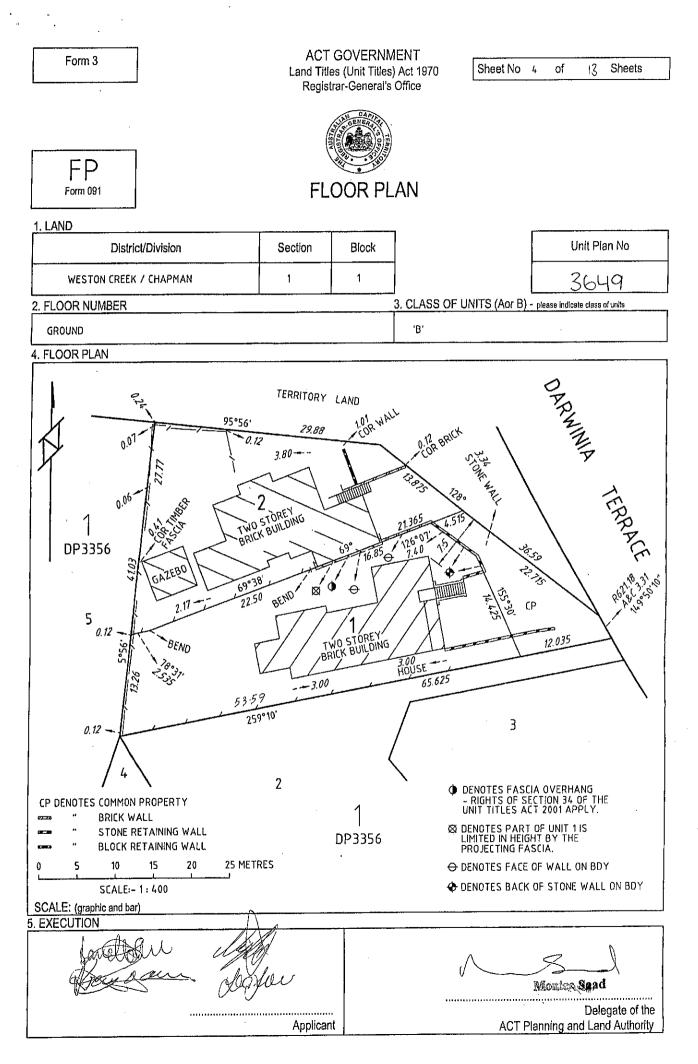
Yours faithfully <u>M&SSURVEYSPTYLTD</u>

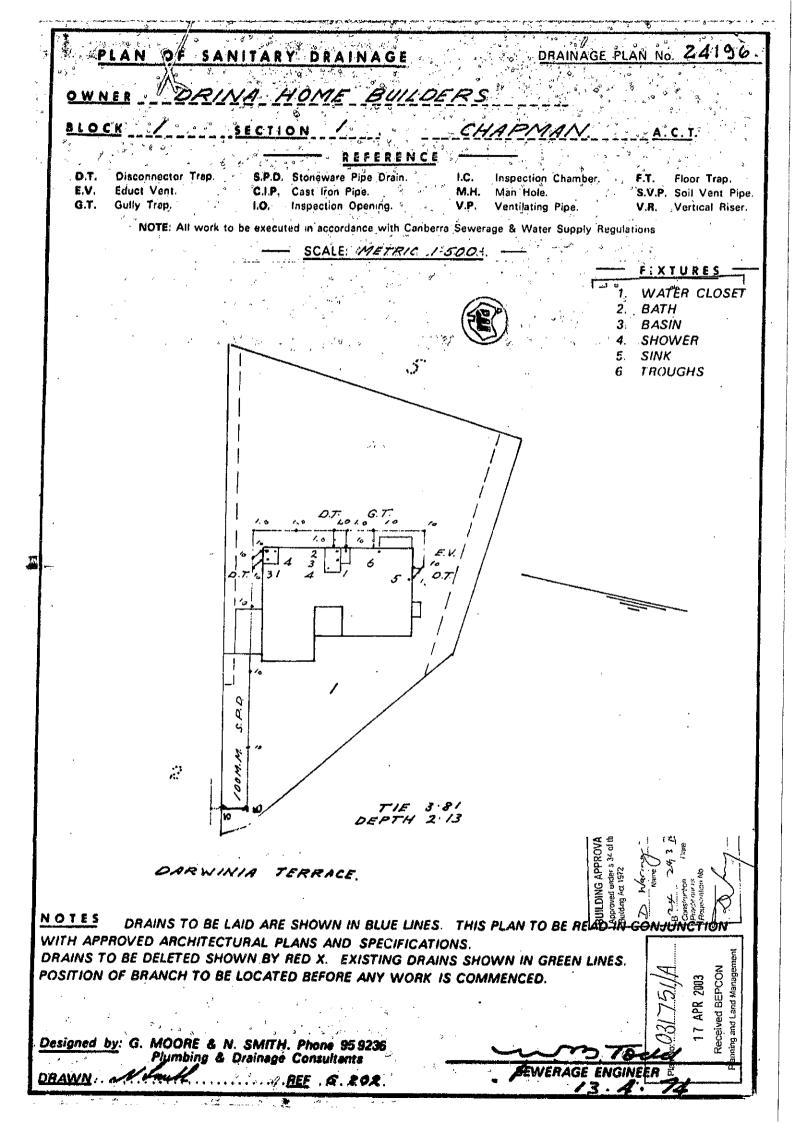
P.S.H

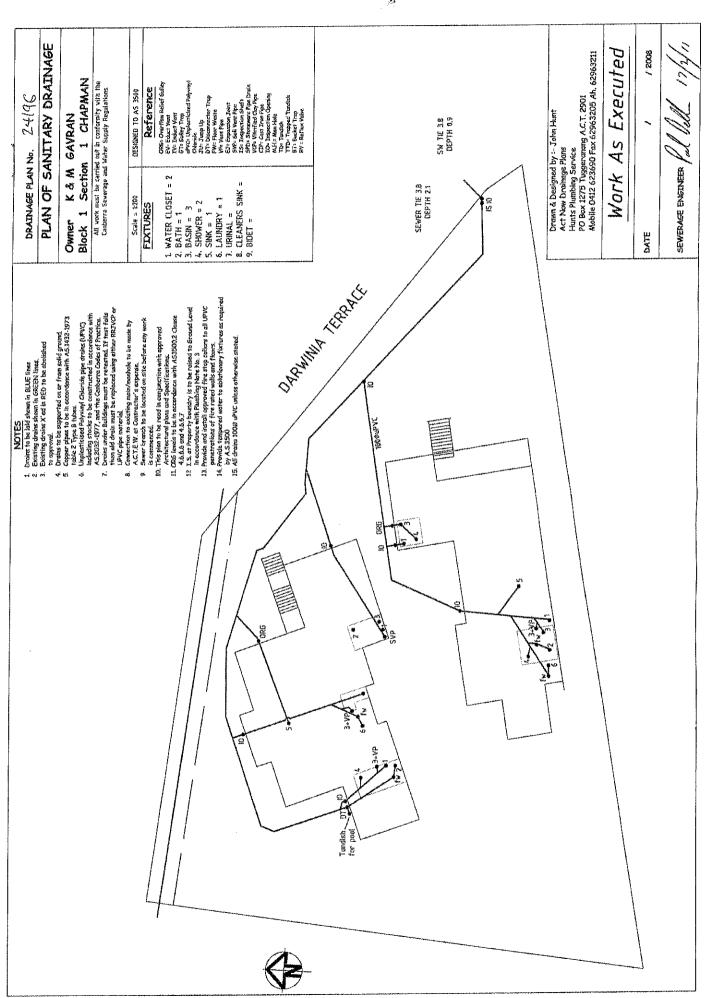
Peter Selfe Registered Surveyor

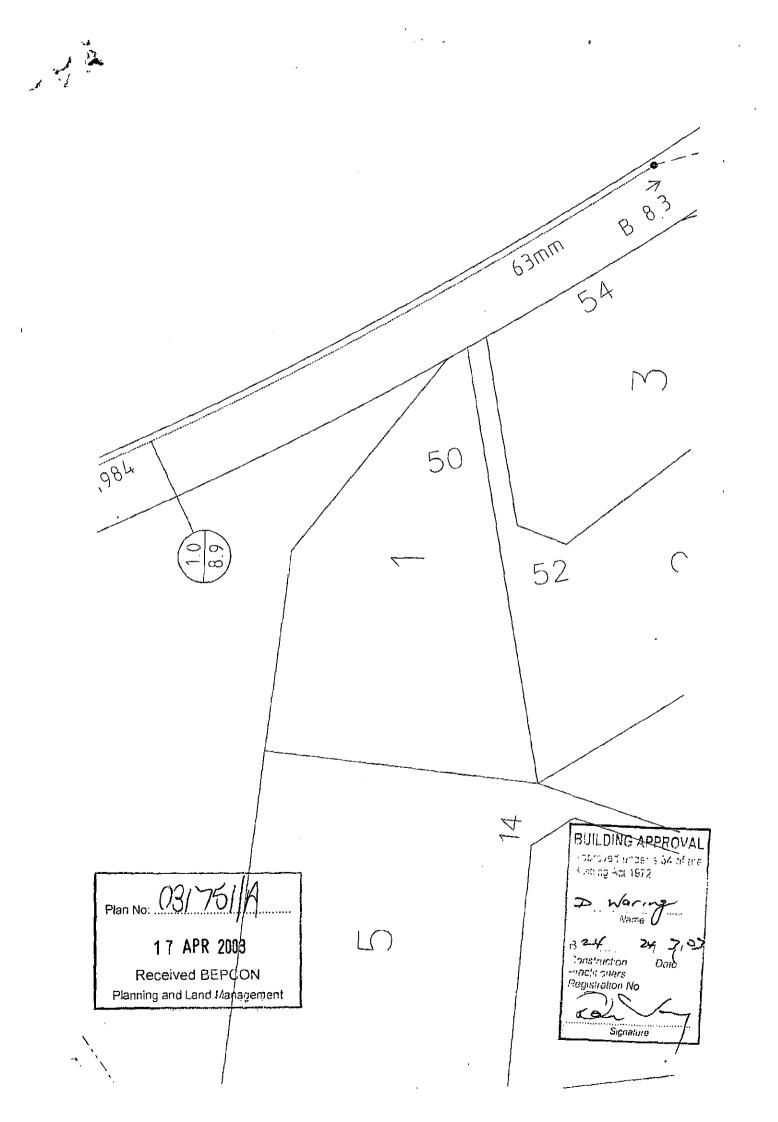


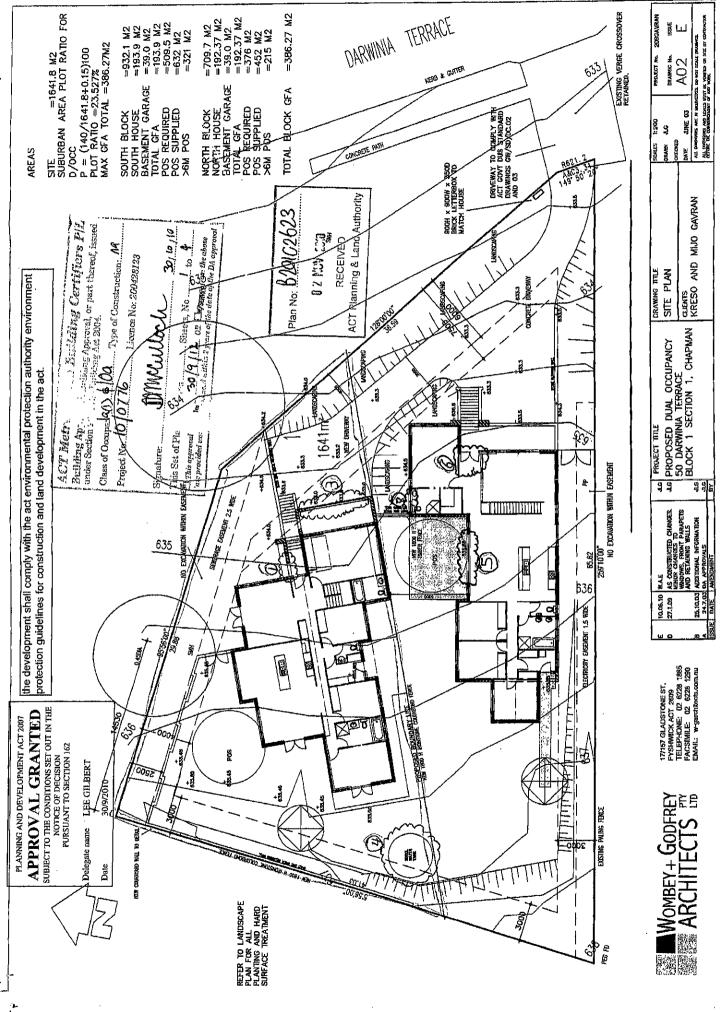


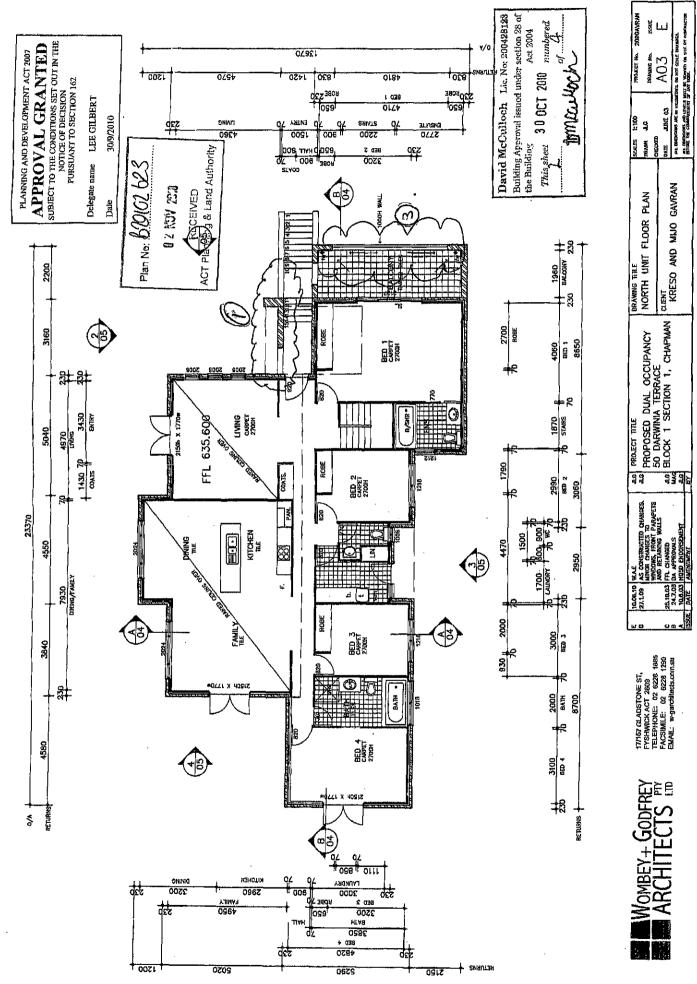




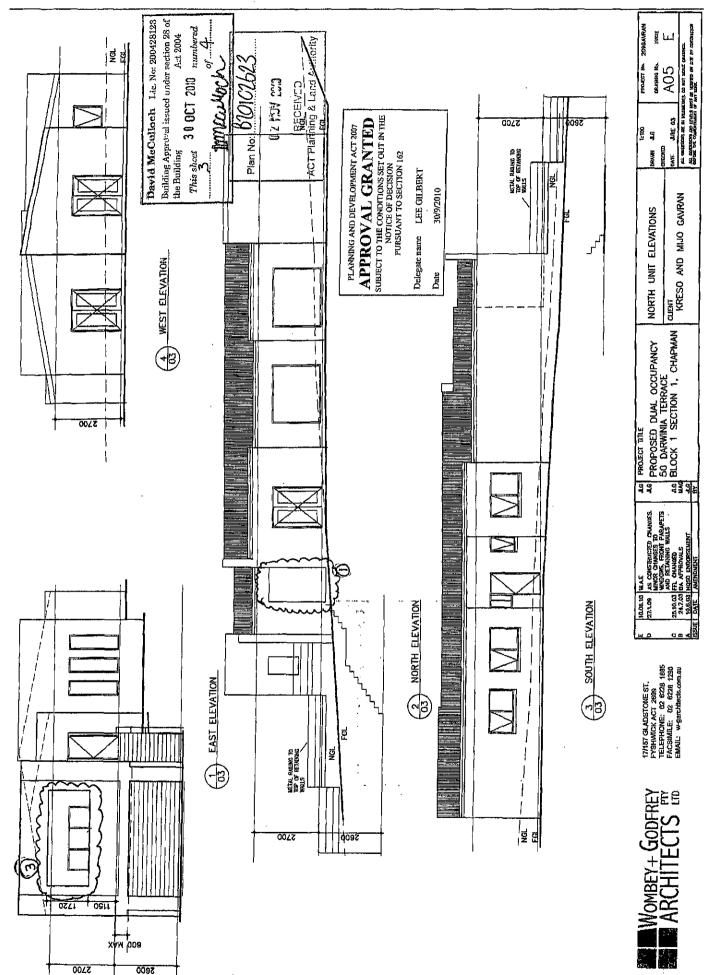






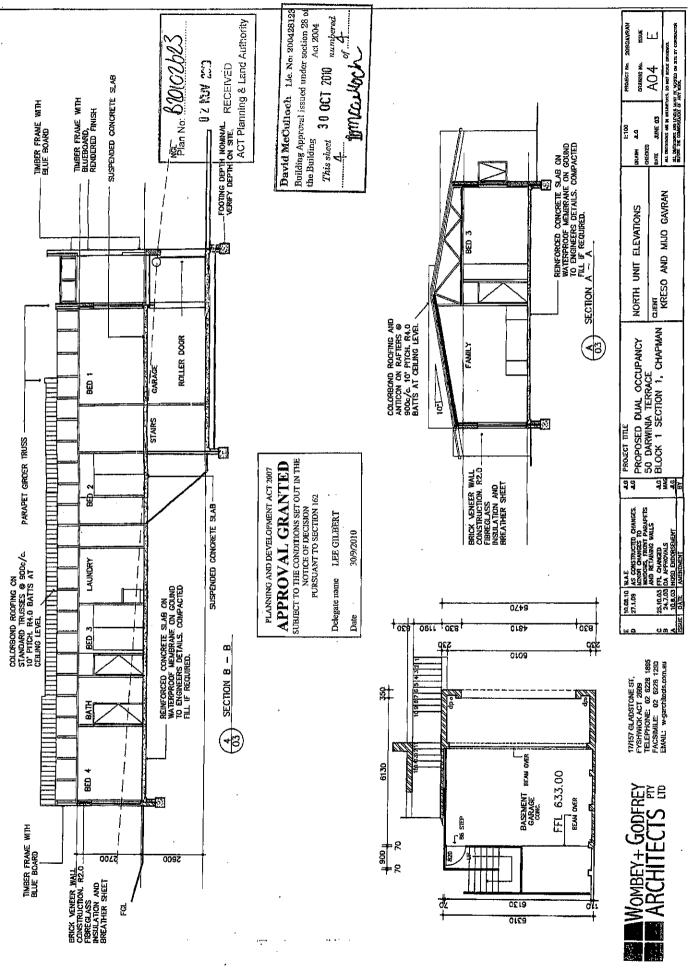


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## VISUAL TIMBER PEST INSPECTION & REPORT IN ACCORDANCE WITH AS 4349.3 - 2010 ACT ONLY

Agreement Number:

3-020315

Invoice Address:

50a Darwinia Terrace CHAPMAN ACT 2611

Property at:

50a Darwinia Terrace CHAPMAN ACT 2611

Date of Inspection:

Monday 2<sup>nd</sup> March 2015

**The purpose** of the inspection is to give advice about the condition of the property with regard to timber pests.

Date of Agreement: 2<sup>nd</sup> March 2015

Specific Requirements/Conditions Required by You were: Nil

Weather Conditions at the time of the Inspection: Dry

Comments: Nil

<u>Contact the Inspector</u>: Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You prior to acting on this report.

## Summary Only

### **IMPORTANT DISCLAIMER**

- This summary is supplied to allow a quick and superficial overview of the inspection results,
- This Summary is NOT the Report and <u>cannot be relied upon on its own.</u>
- This Summary must be read in conjunction with the full report and not in isolation from the report.
- If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

### ACCESS

Are there any area(s) and/or section(s) to which Access should be gained?	YES, read report in full
TIMBER PEST ACTIVITY	
Were active Subterranean Termites (live specimens) found?	NO, read report in full
Was visible evidence of Subterranean Termite workings or damage found?	NO, read report in full
Was visible evidence of borers of seasoned timbers found?	NO, read report in full
Was evidence of damage caused by wood decay (rot) fungi found?	NO, read report in full
Are further inspections recommended?	YES, read report in full
Where any major safety hazards identified?	NO, read report in full

In our opinion, the susceptibility of this property to timber pests is considered to be: Moderate to High, read report in full

For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.

Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.

**Areas Inspected:** Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. The areas inspected were:-(x) Interior (x) Roof Void () Subfloor (x) Exterior (x) Out Buildings (x) Grounds (x) Fences () Timber Retaining Walls () Timber Garden Borders

## **ACCESS**

**Areas NOT inspected:** No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to , cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc

## Other area(s) to which REASONABLE ACCESS for inspection was NOT AVAILABLE and the reason(s) why include:

Subfloor – slab on fill Roof void – raked ceiling to kitchen, family and living room Under deck – low construction

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

## Area(s) in which Visual Inspection was Obstructed or Restricted and the Reasons why include:

Inside house – furnishings and stored items restrict visual inspection to some areas Roof void – some areas due to low construction, ductwork, insulation and sarking Garage – stored items reduced visual inspection to some areas

## Important: If a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

## High Risk Area(s) to which Access <u>should</u> be gained, or fully gained, since they may show evidence to Timber Pests or damage:

Inside house Roof void Garage

### The following further inspections are recommended for the areas described above:

Visual Timber Pest Inspection to the property when it is vacant

## Note: Important Limitations for Safe and Reasonable Access

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will <u>not</u> be available where there are safety concerns, or obstructions, or the space available is less than the following:

**ROOF VOID** – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR – must be accessible by a 3.6M ladder placed safely on the ground.

**SUBFLOOR** - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

## **BRIEF DESCRIPTION OF STRUCTURE(S) INSPECTED:**

SINGLE STOREY FOUR BEDROOM HOUSE WITH A GARAGE UNDER CONSTRUCTED OF BRICK VENEER ON CONCRETE SLAB FLOORING. THE COLORBOND ROOF HAS BATT TYPE INSULATION AND SARKING. OTHER STRUCTURES INCLUDE A PERGOLA, DECK, GAZEBO AND GARDEN SHED. THERE ARE ALSO BRICK RETAINING WALLS, TREATED PINE, CONCRETE AND ROCK GARDEN BORDERS WITH COLORBOND BOUNDARY FENCING.

#### Was the property furnished at the time of inspection: YES

**Furnished properties:** Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

## VISUAL REPORT ON AREA(S) INSPECTED:

### HOUSE:

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**ROOF VOID:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**SUBFLOOR:** Not applicable, slab on fill construction

**GARAGE:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**DECK:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**GAZEBO:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**FENCELINE:** Not applicable, colorbond fencing

**GROUNDS:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

#### No evidence of a termite nest was found at the time of inspection.

**Note:** Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

We claim no expertise in building and if any evidence of fungal decay or damage is reported You should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

## Where timber pest activity or wood decay fungi (wood rot) damage is reported, does it present a major safety hazard? Not applicable.

**Important Note: Where a Major Safety Hazard is identified above,** it <u>must</u> be attended to and/or rectified to avoid the possibility of personal injury &/or death.

**Borer recommendations**: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required

*Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, You should have a building expert investigate if any timber replacement is required.

**Anobium punctatum (furniture beetle) and Calymmaderus incisus** (Queensland pine beetle) <u>must</u> <u>always</u> be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

#### VERY IMPORTANT:

If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if You arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that You have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, You must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "*Australian Standard 3660*" with ongoing inspections is provided, You must arrange for a treatment in accord with "*Australian Standard 3660*" to be carried out immediately to reduce the risk of further attack.

**General remarks**: A more thorough INVASIVE INSPECTION is available (refer to section 9). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that You arrange to have trees test drilled for evidence of termite nests.

## WAS EVIDENCE OF A POSSIBLE TERMITE TREATMENT FOUND?

NO EVIDENCE OF A POSSIBLE TERMITE TREATMENT WAS FOUND DURING THIS INSPECTION.

**WARNING:** If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

**Durable Notice** (Termite Management Notice) A durable notice was found inside the meter box and indicated that Alterm Physical Termite Barrier was installed during construction

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with *"Australian Standard 3660"* be carried out to reduce the risk of further attack.

## CONDITIONS THAT ARE CONDUCIVE TO TIMBER PESTS

**Water leaks:** especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

#### At the time of inspection, no visible water leaks were found.

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

# Moisture: At the time of the inspection high moisture readings were found to skirting boards and flooring in the hall adjacent to the kitchen also skirting board in the family room adjacent to outside deck.

Moisture was tested using a Tramex Encounter moisture meter.

**High moisture readings** can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

**Drainage:** Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

## We claim no expertise in plumbing and drainage, however it appears that drainage is generally: Adequate.

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

**Hot water services, air conditioning units** which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

#### Is there a need for work to be carried out? No.

**Water Tanks** are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

#### Is there a need for this work to be carried out? No.

**Ventilation:** Ventilation, particularly in the subfloor region is important in minimizing the opportunity for Timber Pests to establish themselves within a property.

## We claim no expertise in building, however the ventilation appears to be: Not applicable, concrete slab construction.

Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed.

**Mould** on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or a Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

#### Mould was not found at time of inspection.

**Timbers Exposed To Weather and/or Water:** Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, You should consider replacing the timbers with a more suitable species or material.

## The fitness for purpose of the visible structural timber exposed to weather and/or water appears: Adequate for the situation they have been used in.

It is strongly recommended that You consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.

Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation: See General Remarks/Recommendations below.

Comments on other Conducive Conditions: See General Remarks/Recommendations below

## Conditions Conducive To Undetected Termite Entry:

**Slab Edge Exposure:** Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case You should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

#### Does the slab edge inspection zone fully comply? No, not required as it's an infill slab.

**Note:** A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2.

Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

**Weep holes in external walls**: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

## Were the weep holes clear allowing the free flow of air? No arrange for weep holes to be exposed.

**Termite Shields (Ant Caps)** should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

#### We claim no expertise in building however, in our opinion the termite shields appear to be: Not applicable, concrete slab construction.

If considered inadequate a builder or other building expert should be consulted.

## Other physical shield systems are not visible to inspection and no comment is made on such systems.

Other areas and/or situations that may allow undetected subterranean termite entry: See general remarks/recommendations below.

### **General Remarks/Recommendations:**

As this property is located in an area where subterranean termites are commonly found we strongly recommend that you have regular inspections carried out every twelve months to ensure that there is no subterranean termite activity present in your buildings and structures.

Although the timber posts of the pergola & gazebo are supported on metal shoes, there is soil built up over those shoes and it should be removed to ensure the shoes are the bottoms of the posts are clear of debris.

Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harboring a termite nest.

## Refer to Important Maintenance Advice regarding what a property owner can do to help reduce risk of Timber Pest attack.

### **Other Information:**

Details (if applicable) of non destructive electronic equipment (other than moisture Meter) used at the discretion of the inspector during the inspection; Type of Equipment:

## **OVERALL ASSESSMENT OF THE PROPERTY:**

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to very high.

Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3.

At the time of inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered, Moderate to High.

**Subterranean Termite Treatment recommendation:** A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be: Highly recommended.

**FUTURE INSPECTIONS:** As 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.0-2000 is conducted at this property every **12 months.** 

### A MORE INVASIVE PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

## CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should You have any difficulty in understanding anything contained within this report then You should immediately contact the inspector and have the matter explained to You. If You have any questions at all or require any clarification then contact the inspector prior to acting on this report.

### The inspection was carried out by: Marc O'Donnell

**Contact Number:** 

02) 6297 6288

### IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that You engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system. You install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what You can do to help protect your property from timber pests. This information forms an integral part of the report.

### CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that You expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that You have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

### SUBTERRANEAN TERMITES

**No property is safe from termites**! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

**How Termites Attack your Home.** The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

**Termite Damage;** Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

**Subterranean Termite Ecology.** These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

### BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which <u>bore</u> through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

**Anobium borer (furniture beetle) and Queensland pine borer.** These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

**Lyctus borer (powder post beetle):** These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

### TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

### **TERMS & LIMITATIONS:**

**Important Information** Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

- 1. THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection <u>DID NOT</u> include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.
- 2. SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
- **3. LIMITATIONS**: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is <u>not a guarantee</u> that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
- 4. DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.
- **5. MOULD**: Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
- 6. DISCLAIMER OF LIABILITY: No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which

access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

**Note:** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.

### 8. COMPLAINTS PROCEDURE

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and
- (b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) days of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

## LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY ONLY:

Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the

#### Contract for Sale.

This Report may be attached to the Contract, provided that:

- I. This Report must include: -
- (a) the Inspection Date; and
- (b) the date the Report was prepared; and
- (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- **II.** The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
- (a) the fact that this Report has been prepared; and
- (b) the street address of the property inspected; and
- (c) the Inspection Date stated in this Report; and
- (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
- (e) the name of the Timber Pest Inspector who carried out the inspection.
- **III.** As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
  - (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
  - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
  - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and

The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser," to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement, If it is more than 60 days from the inspection date, we recommend a new inspection and report.

**IV.** The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

**NOTE:** The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Timber Pest Inspector who carried out the Inspection.

**WARNING**: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, very strongly recommended that You promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

Name of Inspector
Company Date of Inspection
Street Address of the Property
Post Code Exchange Date
Contact Details:
Full name of the Purchaser
Address
Suburb Post Code
Phone ( )
Mobile
Fax
Email@@
Signedday of 2014

## NAME OF INSPECTOR

The inspection was carried out by:	Marc O'Donnell
State Licence Number:	15-007448-003
Insurance Accreditation Number:	AUS-14-10935
Dated this 2 <sup>nd</sup> Day of March 2015	

Signed for and on behalf of Lawrie Paul Building & Pest Services

13 M

Marc O'Donnell



Pacific International Insurance Pty Ltd ACN: 169 311 193 Locked Bag 3 Cardiff NSW 2285 Telephone: 1300 309 169 Fax: +61 (2) 4954 3660 Email: insurance@pacificintins.com

## **CERTIFICATE OF CURRENCY**

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

The Insured:	Mick Ffrench Pest & Building Services Pty Ltd
	T/as Lawrie Paul Building Services
Address:	4 Elaroo Place
	JERRABOMBERRA NSW

#### PARTICULARS OF INSURANCE COVER

Insurer:	Pacific International Insurance Pty Ltd	
Policy Number:	AUS-14-10935	
Period of Insurance Cover:	14 October 2014	To 14 October 2015
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.

Tuesday, 3 March 2015