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## Timber Pest Inspection Agreement

**Client:**

**Postal Address:**

**State:**                      **Post Code:**

**Phone:**                      **Fax:**                      **Mobile:**

**Email:**

**Re Property to be inspected at:**

**State:**                      **Post Code:**

**Type of proposed inspection ordered by You: AS 4349.3 – 2010 Pre-Purchase Timber Pest Inspection**

To avoid any misunderstanding as to the type of inspection We will carry out and as to the scope of the resulting report You should immediately read, sign and return a copy of this agreement to Us. If You fail to return the copy to Us and do not cancel the requested inspection then You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered by You in accordance with the agreement and You agree to pay for the inspection and report on delivery of the report.

In ordering the inspection, You agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and report.

### INSPECTION

1. In the case of *Pre-purchase* Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standards AS4349.3 – 2010 Inspection of buildings Part 3: Timber pest inspections.
2. In the case of Termite Inspections the inspection will be carried out in accord with AS 3660.2 – 2000 Termite management Part 2: In and around existing buildings and structures.
3. A copy of these Australian Standards may be obtained from RAPID Solutions at Your cost by phoning (02) 49543655 or from Standards Australia.
4. Termite Inspections are not recommended for pre-purchase inspections. AS 3660.2 – 2000 states this and says that the standard that should be used is AS 4349.3 – 2010. However, if You request only a Pre-purchase Termite Inspection then the inspection will be in accord with AS 3660.2 – 2000 and not AS4349.3 – 2010.
5. All inspections (whether in accord with AS 4349.3 - 2010 or AS 3660.2 – 2000) will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (see definitions below) is both available and permitted on the date and time of Inspection.
6. The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter will not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.
7. The inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving of objects including, but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.

8. The inspector CANNOT see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
9. If the property to be inspected is occupied then You should be aware 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 some cases concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

### **SCOPE OF THE INSPECTION & REPORT**

10. In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS 4349.3 – 2010 the Inspection and resulting Report will be 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 (rot), present on the date and time of the Inspection.
11. In the case of all Termite Inspections in accord with AS 3660.2 – 2000 inspections the Inspection and resulting Report will be confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants) present on the date and time of the Inspection. Borers of seasoned timber will not be reported on. Wood decay fungi (rot) will not be reported on but may be reported as a conducive condition for termite activity.
12. In both cases the Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus*) will be excluded from the Inspection.
13. The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatment that have been carried out to the property. It is important to obtain copies of any paperwork issued.
14. **MOULD:** Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

### **LIMITATIONS**

15. Nothing contained in the Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the property are not, or have not been, infested by termites or timber pests. Accordingly the Report will not guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that a future infestation of Timber Pests will not occur or be found.
16. If the property to be inspected is occupied then You must be aware that furnishings or household items maybe concealing evidence of problems, which may only be revealed when the items are moved or removed.

### **DETERMINING EXTENT OF DAMAGE**

17. The Report will not and cannot state the full extent of any timber pest damage. 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 some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out 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.
18. If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. 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.

### **COMPLAINTS PROCEDURE**

19. 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 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.

Purchaser's Initials: \_\_\_\_\_

### 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.

### DEFINITIONS

20. You should read and understand the following definitions of words used in this agreement and the Report. This will help You understand what is involved in a Timber Pest Inspection or Termite Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the Inspection.

**Access hole** means a hole in the structure allowing entry into an area.

**Active** means the presence of live timber pests at the time of inspection.

**Client** means the person(s) who requests the report. If ordered by the client's Agent then it is agreed that the Agent represents the client and has the authority to act for and on behalf of the client.

**High moisture readings** means a reading on a moisture meter that is higher than the norm of other parts of the structure. Such high readings should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and damage.

**Inactive** means that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding or exit holes is found at the time of the inspection.

**NOTE:** *Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.*

**Property** means the structures, gardens, trees and fences up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless You specifically order in writing that structures, gardens, trees and fences etc outside fifty (50) metres from the exterior walls of the main building be inspected no such inspection will be carried out.

#### **Reasonable Access**

Only areas to which reasonable access is available are inspected. The Australian Standards AS 3660 refers to AS 4349.3 - 2010 which defines reasonable access. Access will not 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 450mm x 400mm, and, reachable by a 2.1m step ladder or 3.6m ladder, and, there is at least 600mm x 600mm of space to crawl.

**SUBFLOOR** – the dimensions of the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest bearer, or, 500mm beneath the lowest part of any concrete floor.

**ROOF EXTERIOR** – must be accessible from a 3.6m ladder.

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.

**Report** means the report issued to You by Us following Our inspection of the property.

**Termites** means subterranean and dampwood termites (white ants) and does not include Dry wood termites.

**Our/Us/We** means the company, partnership or individual named below that You have requested to carry out a timber pest or termite inspection and report.

**You/Your** means the party identified as the Client on the face page of this agreement, and where more than one party all such parties jointly and severally, together with any agent of that party.

#### **UNDERSTANDING**

21. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents.
22. You agree that in signing this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection on delivery of the report.
23. If You fail to sign and return a copy of this agreement to Us and do not cancel the requested inspection then You agree that You have read and understand the contents of this agreement and that we will carry out the inspection on the basis of this agreement and that we can rely on this agreement.
24. Note: Additional inspection requirements requested by You may incur additional expense in regard to the cost of the inspection.

**Are their Special Requirements/Conditions requested by the Client/Clients Representative regarding the Inspection and Report:**

**Cost of the Report including any requested Special Requirements/Conditions: \$**

**NOTE:** You agree in signing these forms to pay Be Sure Building & Pest Inspections an additional fee nominated by Be Sure Building & Pest Inspections in the event that the property description given by You at the time of booking the inspection does not correspond with the actual property to be inspected.

Onsite consultations are available but they incur an additional \$50.00 surcharge.

You agree to pay Be Sure Building & Pest Inspections a cancellation fee of \$50.00 if the inspection requested is cancelled less than 24 hours before the inspection date.

Due to environmental reasons, hard copy reports will only be sent out via mail if requested. All FULL reports will be sent via email once payment has been received.

Hard Copies of reports are requested in addition to an emailed copy. (Please indicate Yes or No)  
If neither Yes or No has been indicated above we will assume that hard copies are not requested and therefore no hard copies will be sent in the mail. NOTE: A \$10.00 surcharge will apply where a hard copy is requested.

**IF RETURNING THESE FORMS VIA EMAIL, PLEASE COMPLETE THE FRONT PAGE OF THIS DOCUMENT AND THE STATEMENT BELOW AND EMAIL THEM TO: [besure@netspace.net.au](mailto:besure@netspace.net.au)**

By placing an X in this box , I \_\_\_\_\_ (client's name) agree that I have read and understood this agreement, and authorise Be Sure Building & Pest Inspections to conduct an inspection at (property to be inspected) on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**IF RETURNING THESE FORMS VIA FAX OR MAIL, PLEASE COMPLETE THE FRONT PAGE OF THIS DOCUMENT AND THE DETAILS BELOW AND EITHER FAX THEM TO: (07) 49695186 or MAIL THEM TO:  
Be Sure Building & Pest Inspections  
PO Box 303 BUCASIA QLD 4750**

Name: \_\_\_\_\_  
(Name of the Client)

On this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Time Agreement signed:

By \_\_\_\_\_  
(Name of person signing)

Signature: .....& Initial Clause 19 on page 3.

**Signed for and on behalf of Be Sure Building & Pest Inspections**  
(Name of the inspecting company)

On this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By **Nathan Milburn**  
(Name of person signing)

Signature: .....