KAV

Property
Inspectors

Special Expert Technical Building Structural & Timber Pest Inspection Report

Reference Number	Date of Inspection	Property Inspected
in110823R2	11 August 2023	98 Ryde Road, Pymble

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Reports contents & findings

Section 1

About this report

This report contains (9) separate sections as shown within the table of contents. The report's construction allows the examiner an ability to evaluate the report in a proper and orderly manner.

To rely on this report, the report and referred material must be evaluated fully to be aware of the reports type, areas covered, commented on, its limitations, disclaimers, recommendations made, terms, conditions and obligations. ***(Refer to section 9 as to details and declarations)*** It's essential the recipient of this report gains a full understanding as to the very real limitations of non intrusive inspections. (***Refer section 6)*** Where the report calls for additional information and/or work (such as yet not limited to that shown within ***section 9 of the report***) it's the client's and/or any other third parties obligation to comply.

Section 2

Executive summary

Brief summary only.

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- Abbreviations and definitions
- Structures and/or areas subject to this report
- Summary of findings
    - building structural inspection
    - timber pest inspection
    - conclusive comments

Abbreviations & definitions

- **KAV** KAV Building Services Pty Limited and expert inspector
- **BCA** Building Code of Australia
- **S&T** Standards and tolerances
- **Main structure:** Primary residence, annexed structures affixed or adjoined by permanent means.
- **Other structures:** Being separate.

Structures and/or areas subject to this report, housed within the boundary of the property being:

- The primary residence. Also separate structures being: Garage and garden shed. set within developed landscaped areas. All to a limited degree as disclosed. No other structures or areas inspected.

Building Structural Inspection

Regarding main structure, residence or dwelling

- No major and/or significant structural concerns being to the degree covered by this report were able to be located. By this I mean areas that have failed totally and/or have collapsed. No longer reliable or safe.

- Whilst this is the case, I noted typical and expected deterioration taking place, as the property and structures are not new or recent and have existed for some period. To assist, (void of any commitment or obligation) I make some further comments on some matters or areas seen as a priority in respect to expected remedial and/or maintenance work within this summary.

Regarding Garage

- No major and/or significant structural concerns being to the degree covered by this report were able to be located.

Regarding Shed

- I located some bowing and poor alignment within the roof members along with deterioration generally, yet the build can be maintained or removed and replaced as an existing structure.

Regarding developed landscaped areas

- No major and/or significant structural concerns being to the degree covered by this report were able to be located.

- In this case, trafficable ways within the property vary as to type and integrity.

- I noted typical and expected deterioration within fencing and associated members.

- Retaining walls vary as to type and integrity. Limited as to ability to assess, yet monitoring is all required to areas I was able to view.

Further comments related to building matters

In this case, lesser concerns are noted regarding the following matters, whilst not covered by this service. Further investigations of an intrusive nature, would be required to evaluate the extent of maintenance and/or remedial work. (If applicable) I noted the following:

- A need to gain and/or improve access to areas being restricted for the purpose of inspection and servicing. Here particularly within the sub-floor void due to restricted clearances. Also stored material and debris. The roof voids due to congestion. Again housing materials including flooring sheets.

  Additional access would allow for servicing and inspecting extremities .

- The subfloor void (foundation) is set to a lower elevation to the external landscaped areas. During inclement conditions both surface and subterranean water can enter the void. At this period the foundation was notably dry. Ventilation improvements have also been made. Removing a access sealed door will also assist in cross flow air exchange.

- Monitoring moisture levels and drainage facilities being recommended where the above situations are noted.. Moisture readings taken are unreliable as a variable pending climatic conditions. At this period readings taken within the most conducive locations read as 12%

  Readings within less conducive areas (habitable areas set above the prior noted) showed at 10 to 12% being the norm, typical and expected. Readings above 15% would indicate some concerns. Readings at 20% plus for any prolonged period would be unacceptable. Readings at this stage did not reach these levels.

- Improve stormwater facilities generally, including improving drainage to the perimeter of structure, developed landscaped and trafficable areas. Look to direct water away from the perimeter of the structure and lessen any impact on the foundation supporting footings or slab.

- Improve stormwater facilities to roofing including flashings, gutters and downpipes. Maintaining the existing required.

- As disclosed prior, improve ventilation facilities to the perimeter of structure and in particular within the major voids and/or cavities within the main structure. Natural cross flow ventilation being the most reliable and efficient.

- Execute remedial work on bedding and pointing to roof tile cover. Isolated areas exhibit displacement. Valley gutters exhibit some corrosion. Roof restoration would be the suitable time to execute all work on the roof. Either at this stage of if looking to add to the existing build.

- Lead flashings require checking where remedial work including protective painting is expected.

- Investigate and execute remedial work where rot and deterioration exists within exposed and vulnerable timbers. Here to facias, barges and external fix-out. Typical and expected findings.

- Execute work to Windows binding or failing to function adequately. To include checking hardware. Some easing and adjustment is expected. Isolated areas. Steel framed units are able to be maintained with ease. Some original members have been fully replaced.

- Provide adequate protective painting to external and/or internal vulnerable surfaces.

- Evaluation of services to property recommended, including electrical, plumbing and drainage.

- Evaluate the integrity of fixings, binding and/or securing material and/or members where conducive to deterioration and possible failure. Particularly where concealed to part or whole.

  All areas noted are able to be addressed and/or improved.

Timber Pest Inspection

The following findings (unless noted otherwise)are strictly limited to the prior nominated structures, where able to be accessed, (viewed) and only for the period of this inspection. The likelihood of the findings altering post this immediate period being most likely.

Findings regarding Termites and Borer

- No activity, meaning no live timber pests being either Termite or Borer were able to be located.

Findings regarding damage caused by Termites

- Damage covered by this report was not able to be located

Findings regarding signs of Termite activity

- I noted nothing of significance and/or unusual to the norm.
- Whilst this is the case, I noted signs of abandoned workings including mudding and scarring within:
  Debris within the sub-floor void also within timbers in service.

  Findings are unreliable for areas not inspected being typical and expected. Particularly if the property or subject has not been adequately protected. Or at any period was left void of protection post original construction. Also if an existing barrier has been bridged. In this case the property is considered unprotected at this period and for some time prior. .

  In this case I noted drilling set within the hard surface paths set to the perimeter of the dwelling. This indicates work post original construction. This may be due to noted activity at some period. (not at all uncommon)

Finding regarding signs of Borer activity

- I noted nothing of significance and/or unusual to the norm. The location of pin holes and scarring within hardwood timbers used for structural purposes is common. Particularly within sap wood. Activity is no longer present and workings have had no effect on the structural integrity of the members.

Concluding comments related to timber pest matters

- I suspect the activity related to timber pests was noted and addressed by others at some prior period.

- As with all properties, this property may have a known history of activity and treatments. This is not at all uncommon. Bearing this in mind, it's critical the property becomes and remains most adequately protected. KAV would require obtaining records (a history) related to this property for evaluation. Void of this a reliable opinion can not be provided. Information required should be sought via the Vendor and/or Agent. Where evidence as to a barrier exists (such as yet not limited to a notice affixed within the meter box) the maintenance of the barrier and/or additional work can't be assessed.

- Termite activity is always present within mainland Australia and workings to any degree may be present within a structure and/or can occur within a very short period. Activity and/or damage concealed may reveal itself in an instant. Such is not able to be ascertained or reported on in any reliable way via non intrusive inspections encapsulating testing via all means available. Only intrusive inspections will do this and then limited to the specific area subject to such. Protecting a property (preferably via various means, not one) is the best way of reducing the risk of activity and damage occurring. I show this to assist in understanding activity and the importance of protection.

    - 19.6 Termites are a widespread problem in all areas of Australia and it is the owner's responsibility to regularly inspect the property, including sub-floor inspections, to detect evidence of termite attack. Termites can circumvent properly executed termite protection measures, such as building tunnels around barriers. Tunnels can be identified through regular inspections and, if found, the termite nest should be located and destroyed by a suitably qualified pest controller. Termite management systems are intended to reduce the risk of damage to the structural members of buildings by deterring concealed entry of termites into a building. Termite management systems cannot prevent the entry of termites into the building. In NSW, a termite management system is only required to be installed where the primary building elements are susceptible to termite attack, as defined in the Building Code of Australia.

- 19.7 Damage caused by termites that occurs in areas not designated by the relevant council as a termite risk area is the responsibility of the owner. Damage caused by termites in buildings within designated termite risk areas is defective if the termite management system has not been installed in accordance with the Building Code of Australia. Damage caused by termites in buildings within designated termite risk areas is not defective if the termite management system has not been regularly maintained by the owner, made non-compliant by the owner after handover, or not maintained in accordance with the manufacturer's instructions and AS 3660.2.

Concluding comments related to this summary

As disclosed prior, the areas subject to my inspection, able to access and ascertain, have been found void of concerns covered by this service. The original dwelling has been subject to some minimal alterations over some period. In this case, the bones are sound and would allow for work associated with further restoration, alterations and/or extensions. Here pending ones requirements and expectations and KAV can assist further on this if required.

This property is well located. Set back off the main Road. The quality of work executed in a tradesman-like manner. Material of sound quality.

This property offers further potential. Particularly in respect to a second level or loft.

It remains highly likely another separate report or critical material related to this property exists.
If so, such should be obtained and evaluated. Any reports or material that exists (related to this property) should be disclosed to comply with NSWFT legislation. This is a mandatory requirement. You, the recipient of this report (and others assisting you) have a vested interest in obtaining any such material and evaluate it along with the KAV report. KAV would call for such material to be put to us by you or others, as it remains possible our report would require amending and the property be revisited. ***Refer to section 5*** of this report as to obtaining additional information and executing further work.

This concludes the summary of findings

Section 3

Information regarding the property. The report's sole purpose. Scope of works.

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- Types of properties that may be inspected
- The report sole purpose
- Scope of Works, and areas covered

Types of properties that may be inspected

In respect to Torrens Titled properties. Unless noted otherwise, this inspection covers the main structure only. Developed landscaped areas, separate structures or areas not adjoined to the main structure, regardless as to integrity, are not covered unless nominated.

In respect to Strata and/or Company title properties, Units, Townhouses, Duplex and/or Semi-detached adjoining properties. The only part of the main structure and/or area covered is the interior of the subject. External areas such as balconies would be included if accessible. Separate areas such as vehicle parking or storage facilities are not inspected or covered unless noted otherwise. Separate isolated structures and common areas may be the exception where access is available and disclosed as being the case.

Areas normally inspected and restrictions:
The report comments on the nominated structures only, housed within the boundaries of the property.
These structures are divided into four primary areas covering ***Roofs, Walls, Floors and Footings***. All areas consisting of various (differing) members and/or components with the great majority concealed, unable to inspect and assess. This situation sees reporting as unreliable, assumed and a guide only, based on viewing the facade or exposed surfaces only. ***Refer to comments Section 7 disclaimers & 8.3, Non intrusive inspections ,*** covering this service.

The report sole purpose

Is to disclose to the Vendor and/or Agent appointed, an assumed opinion (guide) as to the condition of the property (limited to that degree or extent disclosed within the Scope of works and criteria.

Scope of works and areas covered:

In respect to the Building Structural Inspection
The inspector's sole task, duty of care and obligation, is to report on faults or failings that have reached the degree or stage of structural failure resulting in:

- total or partial collapse
- severe cracking and/or severe poor alignment or displacement, being to the degree as categorized within the ***Australian Standard Tables, appendix A & B of this report (section 6.1 and the criteria 6.4 to 6.11)***

In respect to the Timber Pest Inspection
The inspector's sole task, duty of care and obligation is to report on the vulnerability and conducive nature of the subject. Disclose if the subject is adequately protected or not. Report on live timber pest activity being termites and/or borer, of the type (species) disclosed within the report if located with areas exposed at the time of the inspection. This is all the expert is able to do in a reliable way. Reporting may include observations and recommendations to assist in the management and protection of the property. .

Regarding both matters
The inspectors only tasks and obligation is to report as disclosed. Anything other than this (including concerns or matters to a lesser degree) are not covered or reported on by this service.
Disclaimers within this report are most relevant, due to the restrictions and limitations of this service making all findings (positive or otherwise) assumed and unreliable. The inspector can only report on areas exposed for a visual, non intrusive inspection and limited to that time being on site only.

The service is therefore limited to reporting on concerns to the degree as disclosed within the ***Scope of works, Criteria and Appendix A & B*** if exposed, locatable at the time of the inspection.

Evaluating the structural integrity of the subject

Findings are assessed (evaluated) by referring to the ***Australian Standards & Tables***, located within ***Section 6, Appendix A & B*** and in consideration of the ***Criteria, Section 6.4 to 6..11.*** If concerns are located to that extent or degree covered, the report will show this.

The evaluation of damage. Damage may appear to be severe, yet the cost for remedial work may be insignificant or low. The opposite may also apply. Both elements are to be considered in any evaluation as to damage.

The Scope of Works discloses the extent of work and that covered.

The Criteria, 6.4 to 6.11 shows:

- The actual subject, location of structural members and/or components.
- That being assessed and reported on.
- Areas not considered. (not covered)
- Other areas subject to the inspection.
- Assessment of members that are not covered within the AS Tables.

Section 4

Building structural findings

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- Findings
- Observations as to the integrity of the foundation.
- Findings on specific structures (if applicable)
- Other observations
- Findings regarding the integrity of fixings (members and/or materials used to secure and/or fix components and structure generally)
- In respect to zoning and monitoring movement

Findings

Additional to the summary of findings, I present findings covering all nominated structures. If there exists a need to make specific or separate comment on any one of the nominated structures, such will be made post the following findings:

- I was not able to locate concerns covered by this report, being as disclosed within the ***Scope of Works Section 6 and Criteria, Section 6.4 to 6.1.1.*** I could not locate structural failure resulting in collapse, severe cracking, poor alignment and/or displacement, to the degree as categorized within the ***Australian Standard Tables, appendix A & B*** as four, (4) The exception being as disclosed prior.

  This means significant or total failure (collapse) was not able to be found at this period within areas able to access, view and inspect. Whilst this is the case, signs of movement exist being typical and expected, not extraordinary or significant and void of impacting on the overall structural integrity.

Observations as to the viewed (assumed) integrity of the foundation.

All structures are housed to a foundation composed of both natural rock and composite soils.

A rock based foundation (where the rock strata is the primary means of support) is encapsulated within composite material of various types. These individual, separate members are commonly known as floaters and vary in size and magnitude. These floaters are able to settle to varying degrees depending on the integrity of the composite material encapsulating the rock. Movement within the foundation including erosion of bindings material, along with natural settlement is the primary cause for movement within most properties and structures housed upon.

A foundation of composite materials only, is seen as active (plastic and able to vary resulting in movement) Composite foundations can be of various materials or predominantly clay or aggregate based. Water content (being variable) can result in rise and fall of plastic type soils. In some cases settlement only occurs. This may take place evenly over the entire structure, yet normally within isolated areas resulting in alignment concerns, displacement and cracking. In most cases, this movement is viewed as typical and expected. Acceptable within certain standards and tolerances.

In both situations, movement can take place if a safe and even bearing valued foundation (being a critical component in design and construction) is not evaluated properly and achieved during construction. Even where achieved to an acceptable degree, movement can and in fact will take place to some degree post construction. This natural settlement normally occurs within 12 months post construction or can take place where other situations impact on the subject.

My findings regarding the integrity of the foundation and movement within the structures

In this case the extent of movement within the nominated structures was seen as normal, typical and expected. Void of any significant concerns. Minimal within the dwelling particularly. I noted some slight rolling of footings, yet nothing significant.

Other observations showing typical signs of movement:

Construction joints are put into place to allow for expected movement in a controlled manner. Uncontrolled cracking may exist or take place where provision and/or allowance for movement has not been catered for. Achieving 100% accuracy in predetermined movement and catering for this is impossible. This means signs of uncontrolled movement such as cracking, poor alignment or displacement is not unusual, yet should be minimal.

Premature deterioration may occur where vulnerable members or areas become exposed and/or unprotected. Concerns regarding concrete spalling, failure to membranes, displacement of materials, moisture penetration, corrosion and rot can occur if movement takes place exposing areas seen as vulnerable.. If patching of areas has taken place, concerns as noted may reappear at any given period. It's not uncommon, in fact most likely, prior existing faults subject to remedial work and new additional faults will occur within a structure of any age at any time.

All structures will sustain movement, yet most exhibit minimal to slight and sometimes moderate signs of movement being insignificant overall and having no real impact on the structural integrity. NSW Fair Trading has published material covering this, (The Standards and Tolerance Guide)

In this case, one should expect to see some ongoing movement due to various causes and to variable degrees.

Findings regarding the integrity of fixings (members and/or materials used to secure and/or fix components and structure generally)

All structures are secured (held together) by various means. In most cases, critical fixing and/or securing components or members are concealed. The integrity of these members are determined by the degree of deterioration, age and suitability for the purpose, yet ascertaining the integrity would require intrusive work.

Where members are exposed, most are concealed by surface treatments. Maintaining is often limited to areas exposed. Evaluation of partially exposed members must not be seen as reliable, as to the integrity of the entire member. In most cases, the degree of deterioration is greater within areas concealed, not exposed. Refer to comments within the report as to fixings.

In this case, KAV would call for reliable records, showing details related to the design, construction, compliance and approval of all structures subject to our reporting. Our non intrusive inspection along with being void of this critical information, makes it impossible to assess the integrity of fixings and/or material used to secure members Our findings at best are assumed, unreliable. Records as to the prior stated normally exist and are held by various parties. Obtaining and presenting material as called for may not be achievable. If this is the case, moving on would be seen as a risk void of executing further investigations to prove the integrity of fixings. Case studies show seemingly sound structures fail due to the failure of fixings and/or securing members.

In respect to zoning and monitoring movement

It may also be necessary to ascertain the current position or standing of the property in respect to zoning and/or special conditions that may impact on the property. All structures exhibiting even slight signs of movement should be monitored, to evaluate if concerns are ongoing or otherwise.

During this period, I could not locate any significant concerns, yet this does not warrant abandoning the prior stated.

Section 5

Timber pest findings

Additional to the summary of findings, I present findings covering timber pest matters

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- Damage assessment
- Experts tasks on site
- Subterranean Termites
- Borers
- Wood decay fungi
- Critical comments regarding findings, timber pest activity, damage and preventative measures, plus.

Damage assessment related to timber pest activity

Minor or slight:
Having no detrimental effect on structural integrity. May include scarring of surfaces and mudding, Does not require remedial work or replacement.

Moderate:
Damage exists, yet not resulting in actual failure or collapse of members and/or structure. May include damage to any degree, yet members remain in place, functional. Remedial work or replacement optional.

Extensive or severe:
Damage resulting in notable failure or collapse of structure or part thereof. Members are unreliable. Remedial work necessary.

Experts tasks related to this inspection:

In respect to Termites, I was looking for signs of activity and/or damage via, yet not limited to, higher than expected moisture readings, variations in respect to appearance, density and sound. Notable mudding, (earthen leads). All restricted to areas able to access and view.

In respect to Borer, I was looking for the presence of exit holes and/or frass caused by activity emerging within the subject inspected.

In respect to testing. My inspection included (where possible) thermal imaging, moisture testing, impact sound testing, probs and cameras. Despite claims regarding the adequacy of various testing equipment including using Dogs, such testing remains unreliable void of intrusive work. A compromise at best with about a 5% success rate. Areas concealed cannot be ascertained and reported on fully or reliably by any of the prior noted means. To suggest otherwise would be erroneous. Understanding this, the need to adequately protect a property is in my opinion a priority and then via means seen as adequate. Refer to KAV regarding protecting this property.

Subterranean Termites (White ants)

Termite species being Coptotermes Schedorhinotermes, Heterotermes and Nasutitermes are active within the region and may be present within the property and structures subject to my inspection, yet concealed and undetectable. Capable of revealing themselves at any period. The species noted will cause damage. The Coptotermes species has the capacity to access and infest a structure within hours causing damage within days. Here pending extent and intensity of the infestation.

Typical activity and minimal chance of detection. Termites will come and go (from workings) at any period and for any reason, yet particularly if disturbed. Their presence may not be detected at all, regardless as to the extent of time they have been present, causing damage. That's not to say an inspection and tests should not be attempted. However the success rate in locating activity, workings and damage is minimal and in fact unlikely via non intrusive means. In reality between 60 to 90% of a structure (where termite activity and damage can and will take place) is concealed, unable to be assessed without intrusive investigation. Access points in most cases are concealed and impossible to locate, seeing termites gain access and cause damage. Damage being severe and widespread within the structure can occur totally void of detection.

Activity and/or damage is normally, (commonly) found when concealing materials are removed via intrusive means. It's estimated 80% of properties within mainland Australia have been visited by Termites. Properties of any age, void of adequate protective barriers are most at risk. Installing and maintaining adequate pest preventative barriers being most important.

Termite Colonies are normally located within Trees, yet Bivouacs may exist within structures. Intense or congested activity within concealed areas may show high moisture readings and may be detected by some of the equipment, referred to prior. Activity to a lesser degree and/or abandoned workings including damage to any degree, would be undetectable unless failure is evident. I would recommend Trees housed on property be drill tested as a part of a pest management programme. Yet some species will travers up to and over 1km from a colony. Once termite workings have dried, it's impossible to determine the age of the workings.

Borer

Borer may exist within timbers looking void of such, undetectable until hatching occurs, exhibiting exit holes and/or frass. A delay exists between the time of infestation and hatching. This means Borer activity may exist, yet was not discernible at the time of my inspection. Signs of activity does not mean activity is present, yet was present at a period prior. It is also difficult if not impossible to find signs of activity such as frass, dusting or waste that may fall to areas concealing this and/or where cleaning will remove telltale signs.

Signs of Borer may be reported as being past activity, where the subject no longer houses Borer, yet a new infestation may occur seeing erroneous comments being made, that the Borer was always present. Borer may be introduced or imported within timbers void of any signs of such and will then move on to other timbers previously void of activity.

I cannot guarantee Borer does not exist within timbers inspected and proving of activity and/or damage was not possible even where signs of activity existed. To ascertain if activity or damage exists this will require intrusive work seeing timbers removed and then ground up and destroyed. This action may be seen to be impractical, unacceptable.

Species of Borer normally found within timbers are the Lyctus Brunneus (powderpost beetle) The Anobium punctatum (furniture beetle) and Calymmaderus incisus (Queensland pine beetle) Unless documented evidence is provided showing the subject is void of activity, it must always be considered, this species remains active. If active then replacement of the subject is preferred. A treatment can be

considered, yet monitoring is essential. Borer to dry seasoned timbers in service are the only type covered by this report.

Wood decay, fungi, corrosion, spalling and moisture levels

Timber showing moisture content greater than 18% is decay susceptible. Such areas are likely to house or have sustained pest activity. Proving in a reliable way the presence and/or extent of wood decay, rot, fungi and damage is not possible without intrusive work. Probing and testing subjects is intrusive. Often areas subject to deterioration have been patched, painted over and/or covered concealing presence. Moisture levels and/or degree of damage related to such are variable. I am of the opinion it's highly likely wood decay, rot and/or fungi and corrosion causing damage to any degree (unknown at this stage via this non intrusive inspection) exists within timber and steel members and/or fixing securing members of a structural nature. This report does not cover wood decay, fungi, rot, corrosion or concrete spalling at all. This report does not cover moisture and/or ventilation concerns. To do this and if required, one should contact KAV to execute further investigations of an intrusive type. In this case, it's expected that higher than normal or average readings will be locatable within the structure. This is variable pending on use, climatic conditions and facilities if at all in place. At the time of my inspection readings were within an acceptable range from 10 to 12% Moisture readings being average or the norm within this region would be 8 to 15% pending material being inspected and location.

Critical comments regarding findings, timber pest activity, damage and preventative measures

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- Comments regarding the vulnerability and conducive nature of this property
- Likelihood of activity and/or damage being present or occurring and risk factor
- Comments regarding protective measures and treatments
- Protective measures related to Subterranean Termites. How to avoid an infestation
- Duty of care to protect

Comments regarding the vulnerability and conducive nature of this property

Vulnerable meaning subject prone to pest infestation and damage. Having no resistance.

Conducive meaning subject inadequately protected and/or poorly maintained thus helping to assist, cause or promote activity and/or damage.

A property may be vulnerable, yet not as conducive if adequately protected. If activity and/or damage is located, this is normally due to one's neglect to put into place adequate protective measures and maintenance. I cannot determine the type and/or extent of timber or material being present and/or vulnerable to pest attack. It's better to assume vulnerability as high if confirmation showing otherwise is not realized.

Likelihood of activity and/or damage being present or occurring and risk factor:

If a property has (for any period) been void of adequate protection, the likelihood of activity and damage being present to any degree is more likely than not. The slightest bridging of the most adequate barrier, can allow an infestation to take place. Regardless as to my findings and any disclosure barriers are in place, I cannot in any reliable way comment on the adequacy or otherwise on protective measures. Obtaining the history related to protective measures, treatments and maintaining of such is a must. In the absence of reliable information put to KAV, one has to assume the property is void of adequate protection and the degree of risk is high.

In this specific case void of having reliable details as to protection and particularly maintaining any prior facilities:

- I find the property to be vulnerable and conducive to pest activity and associated damage as not adequately protected. I am of the opinion that the degree of risk in this case is high. My opinion is based on my observations and this may alter if shown otherwise. It's not at all possible to ascertain presence or adequacy of a barrier via non intrusive means.

- In this case I recommend as disclosed prior that the full history and confirmation as to any timber pest matters including treatments be sought via the Vendor. Relying on my report limited to my period on site and its type is not sufficient.

If a property is void, or has been void (for any time frame) of adequate protective measures, (to whole or part and often several means of protection required) then the possibility of activity and damage existing to some degree (unknown void of intrusive work) is high (most likely) The risk factor of activity appearing from areas concealed or newly arriving and damage occurring (within any time frame) is high. To assume otherwise would be erroneous. To state a property is moderate to slight in respect to risks is misleading. It is either a high risk or not being timber pest resistant and fully protected.

Comments regarding protective measures and treatments, How to avoid an infestation.

Pest barriers and/or treatments must comply, being a part of the building approval. Designers, builders and pest experts must consider the risks of pest infestation and adequacy of pest preventative barriers being selected and put into place as they remain responsible for this where others may be responsible for maintaining such. Pest preventative treatments and barriers available today are far more adequate and reliable to those available prior. Treatments today will terminate activity that may exist within the property, discovered or not. Termites traversing through areas treated will take this chemical back to the colony effectively terminating the colony.

Termite Shields: Ant caps do not stop activity gaining entry. They assist in locating Termite mud tubes constructed around the capping. I was not able to ascertain the presence and/or adequacy of such in this case. The facilities noted are unreliable and subject to deterioration over time.

Treatments (chemical barriers carried out in accordance with Australian Standard AS3660.) are seen as the most efficient way of protecting a subject post construction. Monitoring and/or bait stations can assist as a secondary measure only, certainly not a primary means. Do not use these systems as a primary means of protection.

Anyone of the following may be in place, even locatable within isolated areas, yet their presence alone is not sufficient to make reliable comment as to the adequacy or otherwise of protective measures overall. KAV does not report on the following if located or not, as confirmation related to the following and/or any measures that may exist would be required.

Physical barriers being, Termite shields, Steel mesh, Granite may be present.	
Monitoring and/or bait stations may be in place.	
A certificate of service may be noted within the sub-floor structure and/or within the electrical meter box.	
Drill holes may be noted within trafficable areas to the perimeter of structure and/or within the structure.	

Based on my findings, I recommended full protective measures be carried out asap via agreement with Vendor or others, as such should be executed during the period of settlement or prior to finalizing of contract. The need to protect the property is critical prior to one's legal right to do this and for reasons as shown within my report. It is seen to be important that this report and its findings be disclosed to others to allow them to act. If no action is taken to protect the property by those most able and responsible, such non action may be seen to be an act of negligence.

Duty of care to protect

It is expected one will protect and maintain their property, yet often this is not the case and/or measures taken fail to include regular pest inspections and adequate preventative treatments. This is by far the main reason an infestation occurs. I would recommend inspections be executed twice yearly and preferably in December and April encapsulating a period of highest activity, yet this is not at all sufficient to avoid an infestation and/or damage. This should be additional to installing adequate protective barriers.

Section 6

Table of contents

- What is not covered by this inspection and report?
- The execution of work, standards and expectations
- Fees applicable for transferring Report
- Types of inspections (Non intrusive and intrusive)
- Limitations regarding these inspections. Equipment used.
- The criteria covering:
    - The actual sections or components regarded as structural and the criteria determining that covered.
- Appendix A & B Australian structural evaluation tables

6.0 What is not covered by this inspection and report?

Everything other than that disclosed as covered. No comment means not covered. To assist in identifying areas not covered, (yet not limited to that disclosed,) note the following list.

Without exception the report does not cover the following:

- **The reason for, cause and/or extent of any concerns regardless as to that located via this service. If any concerns are located, further investigation would be required to assess the extent or degree of damage.**
- **Live termite and/or borer activity regardless as to such being located during the inspection or not. The extent of any activity and/or damage is impossible to assess without intrusive work.**
- **The extent of any preventative treatments and/or barriers that may or may not be in place. It's impossible to assess this void of confirmation provided by the vendor or others able to do this.**
- **The extent of rectification and/or remedial work, estimates of costs for any purpose.** .
- **The testing and/or inspection for moisture and ventilation concerns.** The report does not cover the extent of deterioration within any subject due to or caused by moisture or inadequate ventilation coming from any area or source. Concerns such as, but not limited to, rising damp, leaking of water, rot to timber, corrosion and/or any deterioration to members most certainly not covered. Conditions that may cause either moisture and ventilation concerns are not covered. Waterproofing including flashings and membranes not covered. Testing and findings

are variable pending climatic conditions and usage. Matters regarding moisture, ventilation, damp and rot are not covered at all by this report. Monitoring not executed.

- **Concerns being to a lesser degree to that disclosed as being covered.**
- **Matters disclosed within the disclaimers.**
- **Matters related to general wear, tear and deterioration** were able to be addressed by maintenance and/or remedial work seen as typical and expected.
- Any matters that were known to others and could have been disclosed to KAV prior to our inspection and/or were considered in the evaluating of the sale price are not covered.
- The report does not consider any material that may or may not be available, unless provided prior to construction of the report. Material being, yet not limited to, the designers, engineers, main contractors not considered.
- The report does not put forward an opinion regarding, yet not limited to, a full description of the property and/or those structures housed within. It does not comment on or coever, the age of property, its classification, type of construction, materials used, matters related to improvements, quality or standard of work, legality, compliance and/or safety. The report does not provide an opinion on valuation for insurance and/or market value.
- Areas a full defects and/or standard pre-purchase inspection would cover as this service is not subject to conditions or legislation as determined by the NSW Fair Trading regarding such. This includes standards.
- Areas not within the expertise of the expert.
- Any areas, matters or damage that cannot be shown, (proven beyond any doubt), to have been present and able to have been located, by KAV at the time of our inspection.
- Anything located by means not used or incorporated by KAV. Areas where the condition of the property has altered.
- Engineer reports of any type including geotechnical.
- Chemical or waste materials of any type, hazardous or dangerous materials and/or products including, yet not limited to asbestos, lead and so on. Debris of any type on site.
- Structure including, yet not limited to, retaining walls and fencing, footings to foundations and/or any part of structures where not exposed or accessible. Any areas below the relative level being ground or foundation surface. High water line and/or concealed by vegetation or by any means.
- Trafficable areas or structures of any type, vulnerable to movement were constructed with individual components such as, yet not limited to, tiles, paving, flagging and masonry, drives and paths where sitting or housed directly to ground or foundation, not suspended.
- All landscaping, gardens and vegetation including the determination of noxious weeds and non desirable vegetation. Areas subject to the influence of vegetation. Areas prone to erosion land movement. All not covered.
- All services to property including, yet not limited to, electrical, plumbing, drainage, gas, stormwater being gutters, downpipes, traps and sumps. Sewer and/or septic service. Hot water systems. All PC items, equipment, materials in store, fixings, white goods, and/or appliances. Fixout members and hardware. Climate control systems, natural lighting and mechanical ventilation. Insulations of any type.
- Fixtures or covering such as, yet not limited to, roof covering of any type, insulation, windows and doors, coverings to structural floors, walls and ceilings. Linings to walls and ceilings, ceramic tiles or similar as not structural members. These are affixed to or housed within structural supporting members and not structural in themselves.
- Protective covering, membranes and/or barriers of any type including, yet not limited to, paint, moisture barriers, flashings, DPC and pest barriers. Drummy coverings including tiles and render not covered.
- Chimneys, flues and/or vents of any type. Including exposed services.
- All structures, including wet areas, kitchen, bars, water-closets, laundry, bathrooms, ensuites and saunas,are not covered for rot or moisture concerns.
- All storage areas, including garden sheds or similar. Cupboards, built-ins and furnishings not accessed or inspected if housing goods or not nominated.

- Security services, communication systems, fire safety requirements. Fireplaces and chimneys, vents are not tested or checked.
- Any areas of property or land affected by natural causes. The exception being where movement has caused obvious structural failure at the period of the inspection to areas inspected. Movement post period of inspection not covered. Movement due to inadequate drainage facilities also not covered as undermining may have already taken place, yet structure has not yet exhibited failure.
- Dangerous water holes, dams, pools, spas, ponds, water containers and tanks.
- Retaining walls and/or fencing (unless nominated)
- Concrete spalling or cancer, corrosion within steel members not covered void of further investigation. Not reported unless subject to failure as determined by this service.

Matters listed above (not covered) should be assessed to allow one to be reliably informed. If not one should assume concerns are likely to exist.

6.1 The execution of work, standards and expectations

All work has been executed at the experts discretion taking precedence. The Australian Standards do not determine this service. This report does not rely on or adhere fully to the standards . KAV reserves the right to alter any prior terms, conditions, standards or expectations held by others pending conditions and findings made on site. Nothing can be predetermined reliably. Only post the inspection can accurate disclaimers, terms and conditions be realized. Where possible the following standards have been considered.

The Building Structural Inspection: AS 4349.1

The Timber Pest Inspection: AS 4349.3

The inspection varied in respect to physical, intrusive testing. In this case, no probing, excavating, digging, gouging or marking into or of any surface of any materials was carried out.

6.2 Fees applicable for transferring Report (GST inclusive)

Fees applicable for transferring of the report may not apply or if applicable may vary. Contact KAV to be advised as to any fee and approval for transfer.

6.3 Types of inspections

Comments made regarding non intrusive inspections applied to this inspection service to the fullest extent.

Non Intrusive inspections

A typical property, subject to a non intrusive inspection, would have between 70 to 90% of structural members, being vulnerable and conducive to structural and timber pest concerns concealed, unable to be accessed and assessed. Exposed surfaces or facades being accessible would also be restricted within a typical occupied residence. This means the inspection and reporting is severely restricted and limited to assuming the integrity and/or condition of the subject or subjects, by viewing the facade or surfaces of concealing members, components and fixings. This is why it's erroneous and misleading to suggest the inspection has been executed in accordance with the Australian Standards. In reality complying to the standards is not achievable overall.

Non intrusive inspections are very different to intrusive inspections. Non intrusive inspections are limited to visual inspection only of areas accessed. This type of service does not allow for removal of material and/or testing that may cause damage to any degree and/or disturb the subject. One must not remove or handle any goods or items whatsoever concealing the subject or members. This restricts the inspection severely, making it impossible to ascertain in any reliable way the condition, integrity or otherwise of the

subject having not been inspected to the fullest extent. If the subject is wholly or partly concealed, the inspection of exposed areas cannot in any way show or determine the condition of the whole or entire subject.

A non intrusive inspection cannot provide reliable information regarding the cause and/or extent of concerns, faults, failings and/or damage. Particularly in respect to, yet not limited to, timber pest activity and damage.

This type of inspection service is inadequate and unreliable for the purpose of making a fully informed decision or commitment of any type. There's no escaping this reality. Unfortunately this service is often the only type available due to the limitations and restrictions placed on parties selling and buying properties. That makes any commitment based on the findings of a non intrusive inspection a very real risk.

The Scope of Works and duty of care, provided by an expert inspector is limited to making assumptions and providing opinions forming at best a guide to consider. This may include critical recommendations and advice regarding a number of matters including further investigations.

There can be no warranty, guarantee or insurance cover provided due this type of inspection service. To suggest otherwise would be misleading. If cover is provided by parties, such would be limited due to disclaimers and in most situations be seen as useless.

At best this type of service is limited to reporting on concerns if able to be located, yet even then the extent or degree of the concerns can not be evaluated.

Intrusive inspections
Intrusive inspections allow for physical removal of concealing materials, providing a means to access and inspect all areas concealed and/or restricted during execution of a non intrusive inspection. This type of inspection may cover the property's condition due to the ability to ascertain areas concealed, yet the extent of the work can vary and would be critical in determining this.Insurance and some guarantee of findings may be provided, yet the extent of such may also be limited pending the extent of the work.

If one requires reliable and accurate knowledge as to the condition and worthiness of the subject and/or a specific area, then an intrusive inspection would be required.

Limitations regarding these inspections. Equipment used.
The amount the client is prepared to pay for services determines the type of inspection, time and motion, equipment used, extent and/or scope of work. In this case, the maximum period of time allowed on site is two hours, travel inclusive and up to one hour office work, including consultancy. Equipment used is restricted to a ladder capable of reaching up to three meters in height, high powered lanterns, binoculars, mirrors and magnification glasses. Testing includes moisture, sound and non intrusive impact testing. Sound and impact testing using special knockers and stethoscopes. Probing is carried out at the discretion of the expert and may be limited to splinter testing being light needle and/or thin knife blade insertion. Thermal imaging and cameras are available, yet normally not used, as seen to be inadequate and unreliable void of intrusive inspection and to specific isolated areas. Dogs are not used.

6.4 The criteria covering:

The actual sections or components regarded as structural and the criteria determining that covered.
The following members are housed within the nominated structures. The great majority being concealed and not able to be assessed by non intrusive means.

The following criteria shows the extent or degree of damage and costs associated with remedial work the report covers. If concerns to that degree covered are located by this non intrusive inspection, such will be

disclosed within the report, yet intrusive work would then be required to qualify the damage and the extent of work including costs. This criteria has been constructed to show precisely that covered by this service. The evaluation of damage covered must encapsulate both physical damage and expected costs (yet assumed as noted, void of intrusive work being a necessity if concerns are located) It must be understood that physical damage may be seen as insignificant, yet the cost to execute remedial work or replace may be extensive, The opposite may also be true. The following shows the areas inspected and that covered.

6.4 The criteria covering:

The actual sections or components regarded as structural and the criteria determining that covered.
The following members are housed within the nominated structures. The great majority being concealed and not able to be assessed by non intrusive means.

The following criteria shows the extent or degree of damage and costs associated with remedial work the report covers. If concerns to that degree covered are located by this non intrusive inspection, such will be disclosed within the report, yet intrusive work would then be required to qualify the damage and the extent of work including costs. This criteria has been constructed to show precisely that covered by this service. The evaluation of damage covered must encapsulate both physical damage and expected costs (yet assumed as noted, void of intrusive work being a necessity if concerns are located) It must be understood that physical damage may be seen as insignificant, yet the cost to execute remedial work or replace may be extensive, The opposite may also be true. The following shows the areas inspected and that covered.

6.41 The Roof structures:

What are the actual structural members and areas normally present?
Structural members include, roof trusses, set down trusses, and/or cut roof structural members, including ridging, rafters, hips creepers, purlins, collar ties, bracing, struts, ceiling hangers, scissors, strutting beams, internal framing, structure to gables, steel or timber beams. These members are the only areas subject to this inspection and covered.

Location of these members
The members are located within that section of the structure taken from the top wall plates up to the extremities of roof structure being the ridge or apex.

What is the expert looking for and what is reported on?
Major concerns only, being structural failure, notable excessive deflection and/or poor alignment within the roof structure if able to be viewed within or to exposed and associated areas.
The expert will only comment on findings where:

- deflection is noted to be equal to or greater than 150mm to the vertical or horizontal line over a span of 5000mm.
- poor and inadequate construction methods are located and/or critical structural members are missing. Yet only if this has resulted in structural failure to degree covered.
- costs for remedial work would be above $20,000.00 .

What is not considered in this case?
Where remedial work would be below cost as shown.

Any members or components concealed.

Associated members being, yet not limited to, flashings, gutters, downpipes, all roof covering, battens, cladding, linings, concrete suspended roof slabs and/or floors are strictly not covered. These do not form the structural bones of the subject and would be covered by a different type of report.

6.4.2 Wall to structures:

What are the actual structural members normally present?
The structural members are load bearing, supporting other components or members. Non structural façade and/or partition walls are not included.

Structural members include top and bottom plates, intermediate plates, studs, noggins, trimmers, bracing, beams, lintels and/or heads to openings or penetrations. Masonry to single or double cavity wall structures. Members such as posts, columns and beams are included.

Location of these members
The wall structure is housed to the top of the structural floors or footing above the dpc. The wall encapsulates the bottom plate or first brick course to the line of the top plate.

What is the expert looking for and what is reported on?
Signs of major structural failure due to any reason. This being determined by the examining structural members where exposed, yet mostly by examining the linings or covering affixed to and/or associated to the wall structure. The expert will only comment on findings where:

- deflection if noted to be equal to or greater than 100mm over 5000mm to a true, straight line.
- cracking if equal to or greater than that shown within the AS tables, appendix B, where degree of damage is noted as 4
- poor, inadequate construction is located and/or if critical structural members are missing. Yet only if this has resulted in structural failure to that degree covered
- costs for remedial work would be above $20,000.00

What is not considered and not covered in this case?
Where remedial work would be below cost as shown.

Any members or components concealed.

Associated members, being yet not limited to windows and doors, fix-out, linings and/or coverings. Heads, lintels, arch bars and cavity ties are not covered.

6.4.3 Floor structures:

What are the actual structural members and areas normally present?
Trafficable flooring being load bearing. Structural members may vary as to type of materials used and may include bearers, beams, joists and flooring. Also concrete slabs to foundation or suspended. Steel members may also exist.

Location of these members
Floors may be suspended above the foundation or set to the foundation.

What is the expert looking for and what is reported on?
Signs of major structural failure due to any reason. This being determined by examining those structural members where exposed, yet to most part examining concealing members such as coverings. The expert will only comment on findings where:

- deflection if noted to be equal to or greater than 100mm over 5000mm to the true, straight line
- cracking is equal to or greater than that shown within the tables, appendix B, where degree of damage being shown as 4
- poor and inadequate construction is located and/or if critical structural members are missing. Yet only if this has resulted in structural failure and/or conditions as noted prior.

- costs for remedial work would be above $20,000.00 to suspended timber flooring and $40,000 to concrete flooring.

What is not considered and not covered in this case?
Where remedial work would be below cost as shown.

Any area concealed.

Associated members being, yet not limited to, floor coverings including membranes, ceramic tiles, toppings. Trafficable structures housed to foundations (not suspended) and/or where not a part of or incorporated within the main structure. These include primary floor slabs, driveways, paths and developed landscaped areas.

6.4.4 Footing to structures:

What are the actual structural members?
The footings are structural members to which all other structural and nonstructural members are housed. These footings are of various types and set upon the foundation (earth) Footings may include and/or be made up of, masonry walls, isolated piers, columns and beams, steel and timber members. Concrete footing may be isolated blob type or continuous strip, raft slabs, pier and beam construction.

Location of these members
Footings are generally situated below the line of dpc and/or soffit of lowest structural floor members. Footings extend down below the surface of the foundation (ground level) to a determined safe and even bearing valued foundation, established to support the subject, yet prone to movement due to various causes.

What is the expert looking for and what is reported on?
Signs of major structural failure due to any reason. This is determined by examining the footings if exposed and accessible. The expert will only comment on findings where:

- isolated piers exhibit rolling or settlement being out of plumb by 100mm to the vertical line and over the distance being 1000mm
- continues footings being out of level by 75mm over a 10000mm span.
- cracking if equal to or greater than that shown within the tables, appendix B, where the degree of damage being 4 is located to walls and floors housed to the footings. Cracking within the footings may determine the direction of failure or movement and severity of such. Here the Australian standards are used to determine the severity of cracking and movement.
- costs for remedial work would be above $60,000.00.

What is not considered and not covered in this case?
Where remedial work would be below cost as shown.

Any area concealed.

Slight or moderate failings and/or movement within isolated piers or footings support trafficable flooring only (not primary structural supports)

6.4.5 Other areas if nominated as being subject to this report

The Developed Landscaped Areas

6.4.6 Retaining walls:
Being structural walls of any type and materials, where supporting loads, yet only above a height of 1200mm and beyond or longer than 3000mm in length.

What is reported on in this case?
Failure where the subject has collapsed totally. Where remedial work of replacement would be $60,000.00 or above.

6.4.7 Fencing:
Fencing of masonry only over the height of 1800 mm and beyond 3000mm in length. Other fencing only if nominated.

What is reported on in this case?
Failure where the subject has collapsed totally. Where remedial work of replacement would be $60,000.00 or above.

6.4.8 Pools or ponds:
Only concrete inground pools are inspected..

What is actually reported on in this case?
Reporting is limited to ascertaining the rolling of structure within the foundation. Exposed facades and/or trafficable aprons being a part of the structure is inspected. All below the trafficable apron and/or water level not covered. All ponds, dams, waterways and/or water holes seen as dangerous or otherwise are not inspected or covered.

Reporting on poor alignment or rolling is limited to the degree where the horizontal surface or apron surrounding the pool is out of level by 50mm over a span of 10,000mm. Costs for remedial work would be above $60,000.00 to members subject to the report.

6.4.9 Pergolas and/or verandahs:
These structures must be annexed to the main structure and covered by similar criteria to roofing. If separate, not covered unless noted otherwise. Costs for remedial work would be above $20,000.00.

6.410 Decks, balconies and patios:
These structures must be annexed to the main structure. If separate, not covered unless noted otherwise. Decks, balconies and patios must be of an area greater than 20 square meters and housed 600mm or greater above foundations allowing access to inspect. Associated stairs, ramps and balustrades are included if inspected. Costs for remedial work would be above $30,000.00. Waterproofing and surface coverings not covered. Only the structural members.

6..411 Trafficable areas:
Trafficable areas being paths and driveways if suspended at 600mm or greater above foundation by any structural means. Structures housed below this height or directly to foundation not inspected or covered. This includes slabs to foundation within all structures.

What is reported on in this case?
The determination of concerns as noted to concrete floor structures. Concrete spalling and/or cancer is strictly not covered regardless as to being located within isolated areas or otherwise. Covering of any type not covered, Drummy members not covered. Costs for remedial work would be above $60,000.00 to members subject to the report.

Appendix A & B

Comments regarding structure and movement (general informative comments)
All structures are housed to a foundation prone to movement to some degree. The impact will vary depending on the conducive nature and vulnerability of structure. Excessive movement may be due to an inadequate bearing

value to the whole or part of foundation, conditions affecting the foundations, inadequate design and/or construction. A varying capacity to support loads applied being dead or live loads. Live loads are those forces applied to the structure being temporary or moveable objects, persons or vehicles traversing over structure, wind loads are just some examples of live or active loads. Dead loads being those forces applied to the structure by placing non active or non movable loads to the structure. The structure itself is a dead load.

All foundations are subject to movement. Active, plastic foundations vary and are unstable. This type of foundation will rise and fall pending moisture content and is particularly active if stormwater control is poor. Hydrostatic pressure affecting structures is not uncommon, particularly impacting on retaining walls. Hydrostatic pressure impacts on both the vertical and horizontal plane.

Movement may be noted via cracking within rigid non flexible members and between different building materials, changes in direction and over certain dimensions. Most movement is associated with shrinkage, expansion and contraction. Other deteriorating factors may be oxidation, corrosion and moisture. Vegetation may also contribute to movement. Varying climatic conditions play a significant part.

Footings and structural members may be undersized and/or inadequate for expectations. This is not uncommon where additions and extra loads are applied and/or the structure's purpose has altered.

Variations and/or failure to a once reliable foundation can occur due to poor stormwater control, erosion or shifting of the earth. Cracking, poor alignment and displacement can take place post an inspection showing the subject was void of such.

Critical comments regarding fixings, anchoring and securing
All fixings being, yet not limited to, anchors, bolts, screws, nails, rivets, threaded or plain rods, adhesives and in-fact any components used to secure and/or house members together are subject to failure at some period. Ascertaining the integrity of such is impossible void of intrusive investigation.

Components may appear to be sound where exposed surfaces or sections such as heads of bolts may be protected by paint or other coverings, yet It is to those areas concealed that most deterioration is likely to occur and where inspection and maintenance is impossible. Some contributing factors resulting in deterioration and failure being, yet not limited to, corrosion, fatigue, rot, excessive movement, excessive forces applied, inadequacy of installation, incorrect fixings or materials used. materials not suited for the purpose, habitat or climatic conditions. Testing of components is not reliable or successful. Testing may not produce immediate or apparent failure, yet may result in further failings or greater fatigue within members where failure may occur at any given period.

All fixings or components should be replaced at specific periods pending expected lifespan.

If not certain of the history or condition of fixings, replacement of all fixings should be carried out and recording of that period due for replacement should be made. Fixing components and materials used, should be of a standard where the life expectancy is to be equal to or greater than the life expectancy of the structure. Responsibility for selecting and installing the proper, suitable and functional fixings is most certainly that of the main contractors and those associated being architects and/or engineers. The Building Code of Australia and manufactures info must be referred to. Further investigation in respect to adequacy of fixings or components is required in this case as this service cannot determine this. **This report does not cover the fixing and/or securing components.**

Appendix B

Australian Standards & Tables
The following tables are used to ascertain the extent of movement of those structures subject to this inspection. The standards provide the reference to which movement is evaluated. The findings made on site have been compared to the tables to determine the extent or degree of movement and/or faults located on the day of the inspection. Findings made via other means or using different references will not be comparable. Some areas noted may not be applicable to this property, yet remain in place to provide full and complete tables. **If concerns have**

been located to the degree of failure as disclosed within the scope of works and criteria and/or as shown within the following tables as category 4, such would be reported on prior within this report

APPENDIX A of this standard CLASSIFICATION OF DAMAGE

TABLE A1 – Classification of damage with reference to walls

Description of typical damage & required repair degree.	**Approx. Crack width limit (see note 1)**	**Category & Damage (see note 2)**
Hairline cracks	<0.1mm	0 (Negligible)
Fine cracks which do not need repair	<1mm	1 (very slight)
Cracks are noticeable but easily filled. Doors & windows stick slightly.	<1mm	2 (slight)
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors & windows stick. Service pipes can fracture. Weather-tightness is often impaired.	5mm to 15mm (or a number of cracks 3mm to 5mm in one group)	3 (Moderate)
Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Window and door frames distort. Walls lean or bulge noticeably (see note 3), some loss of bearing in beams. Service pipes disrupted.	15mm to 25mm but also depends on number of cracks	4 (Severe, Extensive)

TABLE A2 – Classification of damage with ***reference to concrete floors***

Description of typical damage	**Approx. crack width degree. Limit in floor**	**Change in offset from a 3mm straight edge centred over defect (see note 5)**	**Category & Damage**
Hairline cracks, insignificant movement of slab from level	<0.3mm	<8mm	0 (Negligible)
Fine but noticeable cracks. Slab reasonably level.	<0.1mm	<10mm	1 (very slight)
Distinct cracks. Slab noticeably curved or changed in level.	<2.0mm	<15mm	2 (slight)
Wide cracks. Obvious curvature or change in level.	2mm to 4mm	15mm to 25mm	3 (Moderate)
Gaps in slab. Disturbing curvature or change in level.	4mm to 10mm	>25mm	4 (Severe, Excessive)

Crack width is only one factor in assessing category of damage and should not be used on its own as a direct measure of that damage. Crack width is the main factor by which damage in walls is categorized. This may be supplemented by other factors, including serviceability, in assessing the category of damage. In assessing the degree of damage, an account shall be taken of the location in the building or structure where it occurs and also of the function of the building or structure. Where the cracking occurs in easily repaired plasterboard or similar clad-framed partitions, the crack width limits may be increased by 50% for each damage category. Local deviation of slope, from the horizontal or vertical, of more than 1/100 will normally be clearly visible. Overall deviations in excess of 1/150 are undesirable. Account should be taken of the past history of damage in order to assess whether it is stable or likely to increase.

Section 7

Important disclaimers regarding this report

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Experts disclosure regarding this inspection and report

Important disclaimers regarding the:

- entire service
- building structural inspection
- timber pest inspection

Limitations, restrictions and degree of risk:

- Risk of concerns being present within the property and/or structures
- Comments regarding restricted access and/or the inability to ascertain condition adequately

Specific areas associated to the main structure, annexed and/or separate structures

- Roof structure
- Walls to structure
- Floor structure
- Footing to structures
- Landscaped areas

Properties inhabited (not completely vacated)

Comments regarding restrictions and physical access requirements

Climatic conditions at period of this inspection

Experts disclosure regarding this inspection and report

I K. A. Valstar being the expert inspector and Author of this report, disclose that I have put forward my findings post executing my tasks on the subject property as expected and required of me. My tasks and/or work have been restricted and limited as disclosed, along with specific instructions by the Vendor and/or Agent. My findings, disclaimers, recommendations are critical and should be considered as such. This report must be evaluated properly along with all referred material, any existing reporting and/or information that exists on the subject property. It's the Client's and/or any recipient (of this report, looking to rely on it) responsibility to comply with that called for within ***section 9 of the report.*** If this is not achievable to the fullest extent, the report is not to be relied on for any purpose.

It's essential for the examiner of this report to understand the limitations of non intrusive inspections. ***Refer to Section 6,.3*** *a*pplicable to this inspection and report to the fullest extent.

My report is only reliable for the period I was on site. I am of a strong opinion my findings made at this period are likely to alter. Particularly in respect to timber pest matters.

Disclaimers common to this entire service

My reporting (in its entity) could only be made, post my inspection. My comments are not to be viewed as generic and/or be ignored. My comments are related to this particular property where the following disclaimers form a critical part of this report. To disregard these disclaimers would result in the recipients moving on in an unreliable manner. This would be viewed as neglectful.

I disclose the following:

- During my tasks, I encountered significant restrictions impacting on all areas subject to my work. Not one area was fully accessible and/or able to be inspected and/or evaluated to the fullest extent, making it impossible for me to provide a reliable opinion as to any matter or area inspected..

  It's for reasons disclosed here, yet not limited to these, that there can be no guarantee provided by myself and/or KAV, that the property and/or areas subject to this inspection and report are void of concerns, to any degree. My inability to inspect the majority of members being vulnerable and conducive to both structural and timber pest concerns (particularly), means nothing contained in my report, implies concerns of any nature or degree are not present, despite my reporting on areas able to inspect partially and seen as being void of concerns. My comments (findings) can only be seen as a guide and assumed. Unreliable void of further investigations of an intrusive nature. Something I recommend as essential.

  I have also been disadvantaged in respect to my work, being void of material evidence including, yet not limited to the records and/or history related to the property. Material that exists, held by others, yet not disclosed. I have called for the obtaining of such material, to enable me to construct and present a more reliable report. This would also assist in executing intrusive work as called for.

  Based on my findings and in consideration of the prior stated, I cannot provide an accurate, reliable opinion as to the true condition and/or integrity of the property. I find it impossible to do so without intrusive investigation and obtaining of information as called for. Bearing this in mind, the prior noted, (additional work) should be executed prior to making any commitment to contract and via a separate agreement.

  It is expected intrusive work will locate concerns presently concealed. Such including, yet not limited to damage and live pest activity. In this specific case, intrusive work and all called for by KAV is seen as necessary to provide reliable findings and see that work subject to warranty including insurance cover. Something impossible to provide at this stage via this specific, non intrusive service.

- I disclose, KAV will not be held accountable for those areas not inspected. Without exception these areas were either inaccessible or unsafe to traverse. The Vendor, Agent and client having prior knowledge of this inspection, had an obligation to make certain all areas subject to the inspection were clear and fully accessible. Making certain I was not disadvantaged whilst executing my tasks. In this case, I was disadvantaged as disclosed.

Disclaimers regarding building structural inspection

- I was not able to ascertain the condition of the property in respect to structural integrity fully or reliably. I cannot comment on the cause for any concerns located and/or whether such have ceased or are continuing (ongoing) without the benefit of having monitored the subjects and executing an intrusive

investigation.

- have not had the benefit of inspecting the subjects at period of construction, where inspection of areas now concealed would have been possible. Nor have I examined contract documents, such as Plans, Bill of Quantities, SpecificatIons, Certificates of Compliance or material regarding approval of work. All of which I have called for to assist me in providing a more reliable opinion as to the property.

- I was not able to ascertain and/or provide a reliable opinion as to:

    - the condition or integrity of any materials, components and particularly fixings used or housed within this property. Including all components used for securing and/or fixing structural and/or non structural members. I found without exception, all such components and members were concealed totally or to most parts. This is of particular concern as the structural integrity of all subjects inspected, depend on the integrity of the securing components, including supports and bracing. In this case, I recommend intrusive investigations and testing be executed. The life expectancy of anything is determined by its weakest component. Often fixings and securing members are either incorrect, unsuitable for the purpose or vulnerable to premature deterioration. I would only be able to provide a reliable opinion as to this and all areas subject to my report if being provided with an opportunity to execute intrusive work and on obtaining information as called for within my report.

    - the type of construction, materials, makeup or composition of components used and/or compatibility of such. All best obtained within historical records as disclosed prior. Void of this, one should assume concerns exist with respect to any matter and to any degree and not assume otherwise.

Disclaimers regarding timber pest inspection

- I disclose that my report does not, nor can it cover timber pest activity of any type and/or damage to any degree, as both occurrences are highly likely to exist within areas concealed, not able to be inspected and within a property found to be void of adequate protection. My non locating activity and/or damage within areas able to inspect, does not mean such is not present within areas concealed.. I cannot guarantee, or reliably advise, activity and/or damage is not present to any degree. Bearing this in mind, KAV provides no protective insurance cover, warranty or guarantee of any type associated with this timber pest inspection, due to these findings on this specific property. To provide assurance that pest activity and/or damage is or is not present, I would need to execute significant investigations of an intrusive nature and then be assured the most adequate preventive barriers were installed at that same period. This being essential to terminate any existing and/or ongoing, concealed activity and new activity accessing a conducive, vulnerable and unprotected property.

- **Based on my findings**, I disclose all of the specifically noted timber pests being Termites and Borer classified and referred to within the publications ***Australian Termites and other Common Timber Pests by Philip Hadlington first and second edition published 1987 and 1996. Available through the local library, university press via Unisearch and Forest Commission*** being known as subterranean, drywood and dampwood Termite species and all Borer capable of causing damage to timbers in service are not covered by this inspection and report in respect to the following:

1. Their presence (activity) within this property.
2. The extent of damage to any degree.

My reasons and basis for this being as expressed within my report and due to, yet not limited to:

1. The type of inspection being non intrusive and then restrictions encountered ,disadvantaged me in my work.
2. My being void of any known history associated with this property that would have assisted me in my work.

3. The congestion within the property. The inadequacy of design, manner and method of construction severely restricting access to critical areas.
4. The vulnerability of the subjects. Here the main building contractor or others have during construction installed materials (timbers) to exposed and concealed areas that are not Termite or Borer resistant and in-fact are highly attractive to pest activity.
5. The conducive nature of the property and structures housed within seeing it wide open for an infestation to take place or allow one to continue.
6. No evidence of adequate, reliable preventive treatments and/or barriers being in place and my inability to ascertain the extent and condition of those that may be in place or partially exposed. Regardless as to any notice or otherwise suggesting a reliable barrier exists.
7. The likelihood and risk factor that pest activity and damage is concealed within areas not able to be inspected at this period via this non intrusive inspection.

- **The locating of activity and/or damage post any inspection**
  If activity, workings and/or damage are located post an inspection showing areas to have been clear and clean, (contrary findings), such is often evaluated and shown to have been present for some period prior and locatable. Such evaluation is erroneous and misleading. If activity is found post an inspection, such would have to have come from areas concealed, inaccessible and not able to have been located at a period prior. Any activity and/or damage found post my inspection will be considered as not present and/or not locatable at the period of my inspection. Make no mistake regarding this. If the period of time between an inspection of the first instant and that of an inspection executed later, is of a sufficient period for activity to reveal itself, then proving activity was present and noticeable at the period of the first inspection is impossible. This period may be less than an hour. Case studies including those by Unisearch and Professor Philip Hadlington show this. His publications form a part of this report and need to be obtained and studied to become reliably informed.

- **Inability to prove the age of activity and/or damage:**
  It's not possible to determine the age of workings, mudding or damage caused by Termites or Borer when located. Moisture located within workings may suggest recent activity, yet on drying, the workings are identical to that which may have been constructed years prior. If live activity is located within workings, this activity may be recent and accessing older abandoned workings. I do not comment on any remedial work that may exist within a property, as this may be associated with pest damage or another reason. I recommend the full history related to this property be sought regarding any work executed.

Limitations, restrictions and degree of risk

The following must be considered when evaluating findings noted within the report:

- Detailed reporting on areas not inspected including reasons for this are not disclosed, as I have stated all areas were restricted without exception, not fully accessed, viewed and/or evaluated. If full details are required, additional work would be executed via a separate agreement at costs determined by the extent of work necessary.

- This report expresses (via a percentage factor, relevant to the entire subject) the approximate area not inspected. The risk and likelihood of concerns being present and/or developing within areas not inspected is seen as high and most likely.

The majority of structural and non structural members subject to this inspection are concealed or hidden due to, yet not limited to, protective material, insulation, linings, covering and material housed within the property. The following table shows the estimated percentage of the subject not able to be assessed.

Roof structure	Access not gained to 40% of the overall roof structure being pitched and/or skillion type. Void congested.. Housing materials. Converted to loft with flooring.
Walls to structure	Access not gained to 40% of internal walls surfaces and 2% of façade or external walls. 100% in respect to concealed members and/or structure.
Floor structure	Access not gained to 20% of traffic-able floors internally. Concealed by coverings, builtins and various materials. Access not gained to 35% of floor structure, set within the sub-floor void. Nil subfloor void to part.
Footing to structures	Access not gained to 80% of footings housed above foundation. 100% to the footings set below the foundation surface.

Specific areas associated to annexed and/or separate structures

Here being Garage and shed congested within. Exterior of garage restricted to areas.

Landscaped areas	Unless shown otherwise, areas beyond the boundary and/or beyond 20 meters in any direction from a structure subject to inspection, not inspected. All structures common to and/or adjoining neighboring properties not inspected. Areas not developed, not inspected. Fencing and retaining walls not covered as not adequately or fully inspected. Reported on only where visually inspected being limited

Additional comments:

It's considered necessary that this property be inspected once vacated. This property would rate as high, yet typical and expected in respect to restrictions and limited access. This being primarily due to the design and construction. Property also occupied, housing material and congested. Particular concerns noted within voids (roof and subfloor) with majority of members inaccessible and/or concealed.

Comments regarding physical access requirements. No inspection took place where permission was not granted, physical access was restricted and/or found unsafe.

1. **Openings, penetrations and voids** - not inspected if less than 650mm wide x 450mm high to the vertical and/or horizontal plane.
2. **Sub-floor voids** – not inspected where clearance was less than 450mm and/or restricted due to design and installation of services.
3. **Roof voids** – not inspected where clearance were less than 600mm and/or to extremities of pitched roofs including eaves and/or within any part of a skillion roof. Also restricted due to design, installation of services and insulation.
4. **Height restrictions** – No inspection was made to any areas housed over and above a height of 3000mm taken from the relative base level.

Climatic conditions

Fine and dry.

Section 8

Terms and Conditions applicable to this inspection and report

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Engagement and agreement
Obligations, areas covered and disputes
Construction
Server-ability
Legal advice

8.00. Engagement and agreement

The Vendor has instructed KAV to carry out this specific service and construct a report covering matters disclosed. The agreement commenced at the period of engagement, finalized on payment for the service. Payment made prior to the report being released. Payment covers the site inspection and construction of the report only. KAV reserve the right to amend and/or make the report null and void post its creation and presentation, if made aware of any matter that could have been disclosed to KAV, (by any party), where such would have impacted on and/or influenced our work, been beneficial or disadvantaging us in our tasks. Non acceptance of the report (by any party) would require showing matters of substance to support and warrant this.

8.01. Parties obligations related to complaints, disputes and claims.

KAV does not provide any warranty, guarantee or insurance cover for non intrusive inspections and reports. This makes any possibility of constructing a claim for damage impossible as the report is a guide only. However if a claim is to be made (attempted) significant limitations and concerns may be encountered if proceeding.

If the report is seen to be unacceptable, supporting material must be presented disclosing precisely why. KAV will respond accordingly. This may result in refunding fees, amending the report or seeing no alteration take place.

Without exception, a claim made must consist of a reliable Statement of claim, supporting affidavits and supporting material. All presented at the one time so as not to disadvantage KAV and allow KAV to respond in a reliable way. Withholding material is an option best rejected regardless as to any so called legal advice contrary to this.

Legal representation **must not be** executed by the same party who assisted in conveyancing to avoid a conflict of interest and a very real possibility of being called on during proceedings as being seen as the wrongdoer or implicated to a degree.

A claim must be supported by an independent expert report in accordance with the experts code of conduct applicable for the NSW District Court. The report must include a properly constructed Scott's Schedule showing:

- that they have identified and evaluated the KAV report and all associated properly. That the matter at hand is actually covered by KAV, shows how and where.
- findings clearly to the fullest extent and refer to the KAV report on the matter at hand. Identify and show where the KAV report covers the same matter in its entity. Selected comments or referring to isolated areas of the KAV report, will not be acceptable.

- without any doubt, the matters being claimed actually existed at the period of KAV's inspection of the first instance and support this. . If not, show this as being an assumption only and explain why.
- their findings were found via the same manner and method of inspection incorporated by KAV and under the same or identical conditions, limitations and/or restrictions that confronted KAV. Support this.. If not, show this as being an assumption only and explain why.
- that KAV has been negligent. Show precisely how, where and to what extent.
- where costs for remedial work and/or damage is to be claimed, an independent Quantity Surveyor is to provide this information via a separate report, subject to the experts code of conduct. KAV will not accept costing for work submitted by contractors or any party seen as being unqualified and/or having an interest in matters at hand.

KAV must be made aware of the claim immediately post being realized. Interference to any degree and/or remedial work must not take place. The exception being where the subject is seen as dangerous requiring works to be executed. An independent expert's report must support this.

The prior procedures must be executed to the fullest extent and presented to KAV prior to being filed within any jurisdiction. This is essential to allow for a meeting with a view to evaluate the claim and/or settle matters prior to proceeding. If proceeding, the prior stated will still apply seeing the Plaintiff or Applicant executed tasks as called for within the UCPR, Uniform Civil Procedure Rules.

All claims must be evaluated as to validity and/or credibility prior to proceeding. If not presented as called for, KAV may respond by requesting additional information be made available, including amending the claim if applicable. Post this KAV may either defend the matter or abandon it. This does not mean the matter cannot proceed and an Applicant or Plaintiff may still move to file a claim. However obtaining compensation would be impossible as disclosed by this type of service.

You the client acknowledge and agree to the full extent permitted by law and subject in particular to all rights and remedies in respect of KAV's services which a "consumer" has under the Trade Practices Act (as amended) (the "Act") or equivalent or similar State legislation: That you the client shall notwithstanding the contents of the report satisfy yourself as to the condition, suitability and fitness of the property for your particular purposes. Due to the disclosed limitations of this type of inspection and report you the client accept any claim made shall be limited to seeing KAV's supplying the said services again or refund the payment of the cost of having the services supplied again and KAV shall in no way be liable for any alleged consequential loss, damage, destruction, injury or harm of any nature whatsoever which may be caused to persons or property arising directly or indirectly from the use of the report.

All conditions and warranties implied by statute whether State, Commonwealth and at common law are hereby excluded so far as the law permits. That minor or trifling defects unlikely to materially affect the value of the property may be omitted from the report as with all other areas noted as exclusions being areas not covered, insured refer to associated comments regarding such.

On accepting the report, you and the client have acknowledged and agreed to that expressed within the report. The agreement, terms and conditions may only be varied with KAV's written consent and shall be governed by and interpreted in accordance with the laws of NSW and Australia as applicable and the parties submit to the non-exclusive jurisdiction of NSW Courts. Constitutes the entire agreement between the parties and supersedes all previous communications whether oral or written between the parties with respect to the subject matter hereof.

8.02. Construction

No rules of construction shall apply to the disadvantage of a party on the basis that the party was responsible for the preparation of this agreement or any part of it.

8.03. Severability

Any term or condition of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining terms and conditions in any jurisdiction.

8.04. Legal advice

One should obtain independent legal advice regarding this report. The legal advisor may have a duty to inform you adequately as to the report and should be familiar with these reports. It's essential the report is evaluated to the fullest extent. Proper and reliable evaluation is critical.

Duty and obligation to disclose a report. It should be acknowledged that this report and any reporting that may be seen to be of significance, having an impact or influence on third parties. (eg: others looking to purchase the property, yet not limited to such) should be disclosed. If a situation develops where the withholding of a report or material seen as significant can be supported, this can and is likely to be a significant concern for all parties.

Section 9

Critical information regarding this specific inspection & Report Relying on the report and transferring the report

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- Various types of reports and limitations
- This reports type and limitations.
- Critical recommendations and requirements
- Transferring the report, terms, conditions

Various types of reports and limitations

The terms pre-purchase inspection, standard pre-purchase inspection and defects reports are ambiguous and misleading, as area covered can vary extensively. Any reporting executed prior to purchasing, covering a specific matter or encapsulating many, could be defined this way. The great majority of parties seeking information on a property being occupied (not newly developed) call for a report covering significant structural concerns and timber pest matters only and accept lesser concerns are likely to exist, where the Agent's expertise and appraisal (as in this case) have covered such matters. The cost of a service is a significant factor, bearing in mind the high cost to execute a full defects report and/or any further investigations on a property of this ilk.

This reports type and limitations.

This is a non intrusive **Special Expert Technical Building Structural and Timber Pest Report**, covering building structural integrity and matters related to timber pests, strictly to that extent disclosed. This is not a standard pre-purchase property inspection report or a full defects report. The report is specific in nature, containing information not located within the prior noted reports and void of information those reports would show and cover. This report does not comment on, or cover anything other than that disclosed. **No comment means, not encapsulated within the work, reported on or covered.** Any exception to this, is at the experts discretion and not covered. Simply made to assist and/or support areas covered.

Matters of a lesser degree to that covered by this report (outside the scope of works and criteria) exist. Such are related to, yet not limited to, general wear and tear, expected within properties of this ilk, (occupied, not newly constructed). Maintenance and/or remedial work to some degree (unknown at this period via this service) would be required. Evaluating this reliably, calls for a full defects report of an intrusive nature. In this specific case, the Agent's appraisal covers the prior stated, yet may also be limited.

This non intrusive inspection and report is extremely limited to the areas able to be inspected and commented on at the precise period of the inspection. Relying on this report is limited to being a guide only, void of guarantees or insurance cover. Guarantees and insurance cover can only be provided where the subject has been fully inspected by intrusive means. KAV does not offer or charge for insurance cover for a service that cannot report on the subject fully and/or in a reliable way. This service can only provide a guide by assuming a subject's condition.. ***(Refer to the report section 7 of this report, inspectors declaration and section 6 non intrusive reports)*** This report cannot be seen as adequate or reliable for one to make a fully informed decision or commitment as it stands. The report does provide critical recommendations, and calls for additional material to be obtained and presented. The report discloses a need to meet on site and execute further work to be reliably informed. If Insurance cover and guarantees are required, it's essential to instruct KAV (or others) to execute additional work required to achieve this. This would require obtaining approval to execute further work of an intrusive nature. Such work would be subject to a separate contractual agreement.

Critical recommendations and requirements

The following is being called for based on the findings of this report and limitations of this non intrusive inspection

- If the Vendor and/or a proposed purchaser has not attended the inspection with KAV and/or post obtaining the report, it's essential to arrange a meeting on site to discuss the reports findings and attend to any other matters that may encapsulate KAV and their own interests. KAV has no way of knowing a recipient's position and/or expectations. One may require further investigation covering areas and/or matters not covered and/or found to be concerning within this report.

- This report has not considered a Vendor disclosure statement, seen as critical to obtain and evaluate. Where any information, material and/or history related to the property exists, (information known to the Vendor and not disclosed to others including KAV) this should obtained and put to KAV for consideration, as it remains possible (highly likely) this report (as it stands), would require amending post additional work (further investigations of an intrusive nature) being executed and on evaluation of material being presented.

- KAV strongly recommends (calls for) a proposed purchaser (moving to contract) instructs their legal advisor to have the Vendor construct a disclosure statement, covering any matter known to them, that has a capacity to impact on the KAV report(areas covered) and/or disadvantage the purchaser. Do this separately and additional to the KAV report. This being essential, understanding the Vendor is in a position to disclose critical information as to the property. (its history) KAV has no means or ability to obtain and evaluate such information, making our already limited, non intrusive inspection and reporting even more unreliable. The KAV report alone, (based on the disclosed type of inspection and limitations) void of this additional information, can not be seen as a reliable means of assessing the condition of the property. Complying to this calling will place all parties in a more reliable position.

- A proposed purchaser is strongly recommended to instruct their legal advisor to construct an agreement within the contact of sale, covering and assuring the subject property is not at risk of deteriorating, losing its integrity and value over that period between exchange of contracts (commitment to purchase) and settlement (handover, completion)). This being essential, understanding case studies show damage can and does occur (particularly due to, yet not limited to termite activity) within this period. A period that otherwise would see the purchaser void of having an ability to protect their interests. **Warning.** Do not rely on the Vendor (sellers) obligation to maintain and insure the property during this period. Whilst seen as adequate (reliable) in some cases. This is not a reliable or satisfactory means of ensuring one's position

if damage occurs and particularly if due to termite activity. Reject any legal advice contrary to this and move as recommended.

KAV calls for the proposed purchaser to make certain the prior state is executed to the fullest extent via their legal advisor. Executing tasks as noted being in the purchasers best interests and assisting KAV in assessing the condition of the property. It may be necessary to execute further work via a separate agreement, prior to one's commitment to contract. To reject or ignore the prior stated (that called for) , could be seen as being negligent, causing self harm. KAV recommends the prior stated, having a very good understanding as to negative outcome, if not executed.

Relying on the report

The prior noted parties have relied on the report. A third party (including a proposed purchaser) may wish to show they have obtained and relied on the report. To do this, terms and conditions being critical apply as follows.

The report (commissioned by the Vendor) may not be suitable and/or satisfy the requirements of a third party. Obtaining additional information (material) called for along with further work may be required.
It's therefore essential a third party obtains and evaluates the report well prior to making any commitment to transferral of the report.

Transferring the report, terms, conditions

There may be no additional cost associated with transferring the report, unless circumstances warrant this. If so, that fee would be disclosed at the period of seeking transferral.

The report will only be transferred if approved by KAV, as there exists a number of situations that determine if the report satisfies that purpose. One can not rely on this Vendor report having been carried out prior and for a purpose as disclosed. Transferral of a prior constructed service (inspection and reporting) can only take place with KAV's approval. That approval calls for KAV to determine if a prior constructed report is still reliable. This evaluation will take into consideration (yet not be limited to) the period of time between the inspection on site and the request to have the report transferred, along with the risk of the property having been altered in any way. If transferring is not acceptable, then revisiting the property and updating the report will be the option. The need to update the report and if required amend or alter the original reporting is essential to acquire a reliable report for a specific or relevant period.

A third party must therefore comply with the following terms and conditions: :

- There must be an ability to show the report was obtained with sufficient time to be evaluated and acted on. Time to execute additional work recommended or called for by KAV, prior to seeking transfer and/or making any commitment that would encapsulate the report.

- The following declarations must be signed by a proposed purchaser and third party advisors.

- Post doing this, formally request KAV to have the report transferred. That request must be in express form and include the entire report showing the signed and dated declarations.

- If the prior stated is not achievable or unacceptable (to the fullest extent) the report will remain unreliable (null and void) for any purpose other than that disclosed. KAV and associated members, will not have any commitment or obligation whatsoever to a third party in respect to any matter, including consumer law. Refer also to NSW Fair Trading regarding Vendor reports.

Declaration by proposed purchaser and/or third party (separate to the Vendor)

(I, We)_____disclose that the KAV report commissioned by the Vendor, limited in liability as disclosed, has been obtained and evaluated properly as called for in the report.

That evaluation also executed by our separate legal advisor being _____on whom we have relied. or (I, We) have acted alone, void of any legal and/or additional advice.

(I, We) accept the report is limited to being a guide only and only reliable for that period the inspector was on site. (I We) accept the condition of the property may vary sustaining damage for any reason, particularly if the period of time passing is sufficient for alterations to occur making it essential to have the report updated. (I, We) accept the report offers no warranty or guarantee due to its non intrusive nature and understand all limitations and disclaimers. (I, We) understand the report's sole purpose, areas covered and not covered. (I, We) recognised the recommendations made, including obtaining expert legal advice, organizing a site meeting (if not taken place) and that calling for additional information and further investigations of an intrusive nature., prior to making any commitment, including exchange of contracts. (I, We) disclose, having considered all adequately and unless noted otherwise, via notification and a separate agreement with KAV, will not require KAV to execute any further work regardless and contrary to the advice provided by KAV. The report as it stands, satisfies (my ,our) needs and purpose. (I, We) accept the risk in proceeding and declare the prior stated to be true. (I,We) request KAV accept our instructions to transfer the report into (my, our) name being the proposed (purchaser, purchasers.) (I,We) forward this request prior to making and commitment to purchase (exchange of contracts)

Signed _____Dated _____

Declaration by third party advisor (if applicable)

(I, We) _____ acting as instructed by (my,our) Client, disclose (my, our) work encapsulated obtaining the KAV report and evaluating it as called for and expected. (My, Our) Client has relied on (my, our) duty of care and professional work to the fullest extent, where a part of my work covered the evaluating of this report, disclosing all housed within to make certain the Client has been properly advised. (I,We) recognise the Client has relied on (my,our) work along with other parties, such as yet not limited to, the Agent and expert consultant to make a commitment to purchase. Bearing this in mind, in the event of a dispute of any type arising, post exchange of contracts and/or work related to this specific matter, it would be unacceptable for (me, us) to accept and act on instructions from this Client and or any other party involved.. (I,We) recognise (my,our) work may be subject to evaluation, seeing (me,us) encapsulated in a claim with a possibility of having contributed to the negligence, be seen as the wrongdoer, or found to have a conflict of interest. (I,We) may be called on within the proceeding. Understanding (my,our) position, (I,we) would recommend a separate independent party be instructed to act, so as not to disadvantage others and allow (my,our) work along with others to be evaluated.

(I, We) disclose the exchange of contracts (a commitment to purchase) at this period has not taken place. It's understood my Client is at this stage seeking the report (as it stands) to be transferred.

Signed _____Dated _____

Complying to the above, discloses each party's understanding and acceptance of the KAV report in its entity. If acceptable instructions to transfer the report (as shown prior) should proceed allowing time to execute all tasks required to achieve this. If acceptable to KAV the report may be transferred on application. If not, KAV will notify parties.

Professional Services Certificate

This is to certify that the attached Special Expert Report was performed by a Qualified Building and Pest Expert and Holder of a full Main Contractors Building Licence Number 40419 Building Consultants Licence Number BC 308 & BC 105 issued by the Office of Fair Trading whilst active.

Master Builder and longstanding member of the MBA
Building and Pest Consultant, prior member of HIA

All reports are subject to terms and conditions