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## Special Expert Technical Building Structural & Timber Pest Inspection Report

Reference Number	Date of Inspection	Property Inspected
in060818R2	6 August 2018	69 Epping Drive, Frenchs Forest

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## Special Expert Technical Building Structural & Timber Pest Inspection Report

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# Section 1

## **Important information regarding this inspection & report**

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### **Types of reports**

The terms pre-purchase inspection, standard pre-purchase inspection, defects report and so on are ambiguous and misleading, as that covered can vary extensively. Any reporting executed prior to purchasing, covering a specific matter or encapsulating many, could be defined this way. Reporting may be minimal to extensive. It's therefore essential to disclose the type of report being constructed and presented and critical to be evaluated properly by a recipient. Non intrusive inspection reports, such as this specific report, are most restricted in every respect. Understanding this type of service, encapsulating findings, recommendations and disclaimers is critical. A recipients response post evaluating the report is critical. 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 have covered such matters. This being the situation in this case. The cost of a service is also 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 Special Expert Technical Building Structural and Timber Pest Report covering building structural integrity and matters related to timber pests, 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. It's essential to obtain reliable advice as to this report. Contact KAV if at all in doubt.

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.**

## **Information on areas inspected & covered.**

### **Areas normally inspected:**

The report comments on the nominated structures only, housed within the boundaries of the property. These structures are normally divided into four sections covering *Roofs, Walls, Floors and Footings*. These areas are then broken down, showing the actual structural members and/or components being subject to the inspection and are listed within the *Criteria, Section 5 of the report*.

### **Areas covered:**

The report covers that shown within the *Scope of Works and Criteria, located within Section 5 of the report*.

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

*The Criteria, Part 8.0.0 to 8.2.6* shows:

- The actual structural members and/or components inspected within the nominated structures.
- The location of these members.
- That being assessed.
- That covered and reported on.
- Areas not considered and not covered in this case.
- Further to this and within parts 8.2.0 to 8.2.6, Section 5, the report discloses other areas subject to the inspection.
- Assessment of timber structural members not covered within the AS Tables.

The inspection and report is therefore concerned with the structural integrity of those members and/or components housed within the nominated structures only and only if concerns noted and exist to the degree as disclosed within the *Scope of works, Criteria and Appendix a & b*

The ability to ascertain the condition of the subject or subjects, is limited to a non intrusive, visual inspection only of areas exposed. It's critical to understand, that whilst the Scope of works and Criteria show those areas subject to inspection, the majority of members and components are in fact concealed. A typical property being subject to this type of inspection, would have between 70 to 90% of members being vulnerable and conducive to structural and timber pest concerns concealed. This means the inspection and reporting is to most part severely restricted and limited to ascertaining the integrity and/or condition of the subject or subjects, by viewing the facade or surfaces concealing members, components and fixings. It's for this reason, the report can only be seen as a guide, based on assumed findings and is void of any warranty, guarantee and/or insurance cover, unless further intrusive investigations are carried out. *Refer to comments Section 5, part 6 Non intrusive inspections*. The information housed within this section provides critical information as to this specific service.

### **Ascertaining and evaluating the findings**

Post inspecting a subject, the expert will compare its condition( findings) to the *Australian Standards & Tables*, located within *Section 5, Appendix a & b* and in consideration of the *Criteria, Section 5, part 8.0.0 to 8.2.6*.

**The AS Tables** show information related to the degree of movement and/or failure within rigid structures:

B.2.2	Table A	Walls
B.2.3	Table A2	Floors The AS Tables cover the degree of movement and tolerances within structures.
B.2.4	Table C	Footings noted via cracking within walls
B.2.5	Table C2	Footings noted via cracking within floors

### **The report sole purpose**

Is to disclose to that party engaging and instructing KAV, in this case the vendor, as to the prior noted being matters outside of, and/or additional to the Agent's evaluation covering, yet not limited to, typical and expected deterioration, general wear and tear. The report along with the Agents assessment enables reliable evaluation of the sale price.

The report may be presented to a third party, including a proposed purchaser, however KAV have no commitment or obligation whatsoever to a third party or any recipient of the report in respect to any matter, including consumer law. **Refer to comments Section 6, part 6.** A third party, obtaining the report, only confirms it exists for that purpose as disclosed. It cannot be relied on void of approval by KAV and on such being given, transferred complying to terms and conditions. The report commissioned by the vendor, may not be suitability and/or satisfy the requirements of a third party. If a third party moves to have the report transferred, post doing this, it's essential to evaluated the report and move to arrange for any additional work prior to making any commitment including exchange of contracts. Refer also to NSW Fair Trading regarding vendor reports.

### **Transferring the report, terms, conditions and limitations**

The report will only be transferred if approved and then subject to the following terms and conditions  
A third party, recipient of the report, proceeding to exchange contracts, must notify KAV seeking transferral seven (7) days prior to signing that agreement, allowing time to evaluate the report and execute additional work if recommended or called for by KAV.

If the prior noted is not possible, a proposed purchaser may contact KAV disclosing their intention to purchase prior to an auction commencing and/or making any commitment, including exchange of contracts. In such a situation, transferal may take place subject to special conditions.

If moving to transfer, the following declaration must be agreed and signed along with instructions to have the report transferred.

(I, We) \_\_\_\_\_ disclose that the KAV report commissioned by the vendor, has been obtained and evaluated properly.

That evaluation also executed by advisors being \_\_\_\_\_ on whom we have relied. or (I, We) have not and/or will not obtain and/or call on any additional advice.

(I, We ) disclose the report in its entity satisfies (my, our) needs to the fullest extent. (I, We) accept the report is a guide only and only reliable for that period the inspector was on site. (i, We) accept the report offers no warranty or guarantee and understand its limitations and disclaimers. (I, We) understand the areas covered and not covered. (I, We) recognised the recommendations made, including obtaining expert legal advice and calling for further investigation of a intrusive nature and a meeting on site (if not taken place) prior to my making any commitment, including exchange of contracts, where the report would be relied on. (I, We) disclose having considered all adequately and unless noted otherwise, via notification and/or a separate agreement with KAV, will not require

KAV to execute any further work regardless as to advice provided. The report satisfies (my ,our) purpose. (I, We) declare the prior noted to be true and instruct KAV to transfer the report into (my, our) name being the proposed (purchaser, purchasers.)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

On making this declaration and on acceptance by KAV, the report may be transferred by visiting the KAV web page [www.kav.com.au](http://www.kav.com.au) and click **Buy a Report or contact KAV as to the fee applicable**. Please record the reliable time of exchange for reference.

(I, We) disclose the exchange of contracts took place at time \_\_\_\_\_ am pm date \_\_\_\_\_

### **Examining, relying on the report and obtaining further information**

The report contains an Executive Summary disclosing findings briefly. The report and all referred material must to be read in its entirety to be aware of the type of report presented, areas covered and commented on, it's limitations, disclaimers, recommendations made, terms, conditions and each party's obligations to the agreement. Void of doing this, one is not able to make an informed decision and/or act relying on the report.

KAV have no way of knowing a third party or recipient's position and/or expectations. One may require further investigation covering areas and/or matters not covered by the report and/or found to be concerning within the report. If so, contact KAV or others to execute further work via a separate agreement, prior to one's commitment to contract. *Refer to section 6 part 6* as to obtaining sound advice. The report must have been obtained, along with sufficient time to be evaluated and acted on prior to a commitment to contract. If not, one cannot claim to have relied on the report for that purpose. If this is not achievable or unacceptable, the report is to be considered as null and void, unreliable for any purpose.

### **Abbreviations and definitions**

The following abbreviations and definitions are likely to be found within this report.

- **KAV** KAV Building Services Pty Limited and expert inspector
- **BCA** Building Code of Australia
- **S&T** Standards and tolerances
- **Main structure:** Means primary residence or dwelling including annexed structures affixed or adjoined by permanent means.
- **Other structures:** Being separate, not affixed or adjoined to the main structure.

**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 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.** Unless noted otherwise, the only part of the main structure and/or area covered is the primary residence, being the Unit to interior only. 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 such as Townhouses or Units maybe the exception where exterior would be covered, if disclosed as being the case. Common areas are not inspected or covered unless disclosed otherwise.

- **In this specific case other structures and/or areas inspected being:** Nil

## Section 2

### Executive Summary

#### Findings related to:

- The Building Structural Inspection
  - The Timber Pest Inspection
  - My overall opinion
- 

### Regarding the 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. Signs of movement exist as disclosed within the report as being typical and expected, not extraordinary or significant. Nothing impacting on the overall structural integrity.
- The structures including the trafficable drive are housed to a variable foundation comprised of natural sandstone encapsulated within composite soils. The rock strata being individual separate members commonly known as floaters, are able to settle to a varying degree. Erosion of bindings soils along with natural settlement is the primary cause for movement. In this case the extent of movement was seen as minimal within the dwelling particularly.

#### General findings

Matters of a lesser degree to that covered by this report (outside of the scope of works and criteria of this report) may or may not exist. Matters related to, yet not limited to, general wear and tear, being typical and expected within properties of this ilk, occupied, not newly constructed are highly likely to exist. Regardless it's understood such have or will be have been evaluated by others. It's expected maintenance and/or remedial work to some degree (unknown at this period via this service) would be required. Evaluating this calls for a defects report, of an intrusive nature, requiring instructions covering one's requirements, expectations, specifications and taking off quantities. This being a separate agreement, covering work additional to this report. As disclosed prior, such matters have or will be evaluated in establishing the sale price. The Agent's appraisal covering such matters along with this special report covering specific matters, enables construction of a reliable costing.

### Regarding Timber Pest Inspection

The following findings are strictly limited to the nominated structures, including the dwelling and external areas able to be accessed and viewed, within the properties boundaries

### **Findings regarding Termites and Borer**

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

### **Findings regarding damage caused by Termites**

- Damage covered by this report was not able to be located within the nominated structures including the dwelling and external areas able to be accessed and viewed.

### **Findings regarding signs of Termite activity**

- I noted nothing of significance at this period located within structures.

### **Finding regarding signs of Borer activity**

- I noted nothing of significance at this period within structures. 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.

### **General opinion on above findings**

- This property may have a known history of activity and treatments. This is not at all uncommon. The main issue here is that the property becomes and/or remains most adequately protected. Termite activity is always present within mainland Australia and workings being to a lesser degree to that covered by this report may be present and/or can occur within a very short period. Activity concealed may reveal itself in an instant. Such is not able to be ascertained or reported on in any reliable way. Protecting a property is the best way of reducing the risk of activity occurring.

### **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 being covered by this service.

Overall a reasonably good report. Property has been fairly well maintained.

KAV recommend the recipient of this report, contacts us for further information and arrange a site meeting to be well informed and address any specific requirements. This report covers the primary and most significant matters for the Vendor and Agent to assist in the appraisal. It may not satisfy third parties requirements. Any other work required can be executed via a separate agreement. The report alone void of the prior noted is not seen as adequate in assessing the property fully or in a reliable way. It's a compromise that should be avoided.

**This concludes the summary of findings**

## Section 3

### The Report's Findings

#### Table of contents

- Part 1: Findings related to building structural inspection
  - Part 2: Findings related to timber pest inspection
- 

#### Section 3, Part 1

##### Findings regarding building structural inspection

I was not able to locate concerns covered by this report, being as disclosed within the *Scope of Works and Criteria, Section 5 part 4.0.0 to 8.0.0 inclusive*. I did not locate any structural failure resulting in collapse and/or severe cracking, poor alignment and/or displacement, being to the degree as categorised within the *Australian Standard Tables, appendix a & b* of this report as four, (4) and/or where significant remedial work would be required.

##### Other observations:

Regardless as to my findings, there's always a possibility concerns of any nature and/or degree, being significant or otherwise are present, concealed, ongoing or developing that could not be located and/or ascertained by me at this period. Minor concerns may develop to become significant requiring further investigation, maintenance and/or remedial work.

Variations including movement can occur within structures of any age, housed to a variable foundation. The foundations can be affected by climatic conditions. Structures will settle within a saturated foundation and one being excessively dry. Structures will either rise and fall or continue to settle not returning to their original position. Sudden failure may occur if foundations become undermined. Vibration and movement due to any cause will in most cases impact on a structure to some degree. Predicting this is not at all possible.

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. Premature deterioration may occur where vulnerable members become unprotected, exposed. Concerns regarding concrete spalling, failure to membranes, displacement of materials, moisture penetration, corrosion and rot can occur if uncontrolled movement takes place. If patching of areas has taken place, concerns as noted may reappear at any given period. It's not uncommon for new or additional cracks to occur within a structure of any age.

Most structures exhibit minimal to slight and sometimes moderate signs of movement, yet insignificant overall and having no significant impact on the structural integrity. This being the situation in this case and seen as typical and expected. One should expect to see some ongoing movement due to various causes and to variable degrees.

## Section 3, Part 2

### Findings regarding timber pest inspection

#### Table of contents

- 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 concerns:

##### Minor or slight:

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

##### Moderate:

Damage existing, yet not resulting in actual failure or collapse of member and/or structure. May include damage to any degree, yet member remains in place void of exhibiting failure or concerns. The above noted is not covered by this report, as impossible to ascertain reliably via non intrusive means.

##### Extensive or severe:

Damage existing and resulting in notable failure or collapse of structure or part thereof being obvious via visual non intrusive inspection. Remedial work necessary to the degree as disclosed within this report. This being the extent of damage this report covers if located at time of the inspection and within areas able to be ascertained.

#### Experts tasks related to this inspection:

**In respect to Termites**, I was looking for, yet not limited to, higher than expected moisture readings to areas tested, any variations within subject in respect to appearance, density and sound. Notable mudding, (earthen leads). Imperfections and deterioration to surfaces of materials that indicate activity and/or damage.

**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**. Despite claims regarding the adequacy of various testing equipment including using Dogs, there's absolutely no way of ascertaining in a reliable way, if activity and/or damage exists via a non intrusive inspection. Areas concealed cannot be ascertained and reported on. Any opinion contrary to this would be erroneous. Understanding this, the need to adequately protect a property is in my opinion a priority. It's the only way of lessening the risks.

#### Subterranean Termites (White ants)

**Termite species** being *Coptotermes Schedorhinotermes*, *Heterotermes* and *Nasutitermes* are active within the region and/or area housing the subject property 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 damage timber in service. The *Coptotermes* species has the capacity to

access and infest a structure within hours from outside causing damage within days. Here pending extent and intensity of the infestation.

**Typical activity.** Termites will come and go from workings at any period 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 of this ilk should not be attempted. It does however show the success rate in locating activity, workings and damage is minimal and in fact unlikely via non intrusive means.

Activity and damage is normally found when concealing materials are removed via intrusive means. It is estimated 80% of properties within mainland Australia have been visited by Termites. Properties most recently constructed if void of protective barriers are no exception to this. Clearly adequate pest preventative barriers are most important and should be put into place if not present and then maintained.

**Termite Colonies** are normally located within Trees, yet Bivouacs may exist within structures. Locating of such including any activity and/or damage via non intrusive inspection is normally impossible unless signs of such have become obvious for visual identification. Intense or congested activity within concealed areas may show high moisture readings and may be detected by some of the equipment I have referred to prior,. Activity to a lesser degree will not and abandoned workings including damage to any degree would be undetectable unless failure is evident. I would recommend Trees housed to property be drill tested as a part of a pest management programme.

## **Borer**

Borer may exist within timbers looking void of such, undetectable until hatching occurs, exhibiting exit holes and/or frass. A delay exists between 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 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 subject no longer houses Borer, yet a new infestation may occur seeing erroneous comment 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.

Species of Borer normally found within timbers are the *Lyctus Brunneus* (powderpost beetle) does not require any treatment. The *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle) Unless documented evidence is provided showing subject is void of activity, it must always be considered, this species remains active. If active then replacement of subject is preferred. A treatment can be considered, yet monitoring is essential. Borer of dry seasoned timbers in service are the only type covered by this report.

## **Wood decay fungi**

Timber in service showing moisture content greater than 18% is decay susceptible. Such areas are likely to house or have housed pest infestation. Proving in a reliable way the presence and extent of wood decay, rot, fungi and damage is not possible without intrusive inspection. Probing and testing subjects is

intrusive. Often areas subject to deterioration have been either patched, painted over and/or covered concealing presence. Rot can disguise damage caused by timber pests and should be considered as exhibiting pest activity. Concerns or matters related to moisture and damp are variable. I am of the opinion it's highly likely wood decay, rot and/or fungi causing damage to any degree exists within isolated sections or whole of timber members not adequately protected and conducive to such. Particularly within members exposed. This report does not cover wood decay, fungi or rot at all. This report does not cover moisture and/or ventilation concerns and if required one should contact KAV to execute further investigations. Whilst matters regarding damp and/or moisture is not covered by this service, it's expected higher than normal or average readings will be locatable within the structures at various times. This determined by climatic conditions and managing property. At the time of my inspection readings were within an acceptable range from 10 to 15 %

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

### **Table of contents**

- 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 conducive if adequately protected. The risk of pest infestation can be reduced significantly by carrying out adequate preventative measures. Its imperative a property is most adequately protected. If activity and/or damage is located, there's only one reason for this and that's due to one's neglect to put into place adequate protective measures. Void of reliable information and ability to execute intrusive investigation, I cannot in any reliable way determine the type and/or extent of timber or material being vulnerable to pest attack. It's better to assume vulnerability as high if confirmation showing otherwise is not realised.

### **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, then 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 and not be locatable. Regardless as to my findings made and any disclosure by any means that barriers are in place, I cannot in any reliable way comment on the adequacy or otherwise on protective measures. This requires seeking the history related to protective measures, treatments and maintaining of such. Void of reliable information, it's better to assume the property is void of adequate protection and the degree of risk is high.

In this specific case:

- I find the property to be vulnerable and conducive to pest activity and associated damage as not adequately protected. I am of the opinion the degree of risk in this case is high. My opinion is based on my observations and this may alter if being 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.

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

Pest barriers and/or treatments are subject to compliance 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 of such. Pest preventative treatments and barriers available today are far more adequate and reliable to those available prior. Treatments today will protect and terminate activity that may exist within the property whether discovered or not. Termites traversing through the 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 being constructed around the capping. I was not able to ascertain the presence and/or adequacy of such in this case.

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.

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 do 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 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 period of settlement or prior to finalising 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 4

### Important disclaimers regarding this report

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##### **Important disclaimers regarding:**

- those common to this entire service
- the building structural inspection
- the timber pest inspection

##### **Limitations and restrictions, 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 and/or not completely vacated**

##### **Comments regarding restrictions and physical access requirements**

##### **Climatic conditions at period of this inspection**

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#### Disclaimers common to this entire service

All comments, findings, recommendations, disclaimers, terms and conditions could only be made, post my inspection. My comments are not to be viewed as generic or constructed to be ignored. They are related to this particular property and the following disclaimers are a valid and substantial, critical part of this report.

- Comments regarding non intrusive inspections, refer *Section 5, part 6.0.0* apply to this service to the fullest extent. This must be evaluated fully.
- The report is only reliable for that period I was on site. Refer *Section 5, part 3*
- During my tasks, I encountered significant restrictions and limitations impacting on all areas subject to my work. Not one area was fully accessible and/or able to be inspected, evaluated to the fullest extent making it impossible for me to provide a reliable opinion on areas where any portion or part thereof was not inspected. *Refer to comments covering access and limitations.*

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, including those to the degree covered by my report. My inability to inspect between 70 to 80% of members being vulnerable and conducive to both structural and timber pest concerns 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 considered void of concerns. My comments (findings) can only be seen as a guide only, assumed. Certainly unreliable regarding the entire subject.

I cannot provide an accurate, reliable opinion, void of further work being an intrusive investigation. Bearing this in mind, further investigations should be executed prior to a commitment to contract and via a separate agreement. It is expected further investigations of this type will locate concerns presently concealed. Such including, yet not limited to damage and live pest activity. In reality the extent of areas being concealed are also the areas most likely to house the prior noted. That's why intrusive work is necessary to provide a reliable report and see the work subject to warranty including being covered by insurance.

KAV cannot and are not covering you the client or recipient of our report void of executing further work as disclosed. If KAV do not receive instructions for this purpose, it will be taken that one's interests and expectations are satisfied by this report of the first instance. Void of instructing KAV to execute further work, you accept that risk along with the absence of insurance cover. The declaration located within section 1 of the report must be agreed and signed. *Refer terms and conditions Section 6* related to arranging for further investigations.

- I disclose KAV, will not be held accountable for those areas not inspected, 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 during the executing of my tasks. In this case I was disadvantaged in my tasks.

### **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 or not such have ceased, are continuing, being ongoing, without the benefit of having monitored the subjects and executing intrusive investigation.
- I 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 works. All of which should be obtained and presented to me if available.
- 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 part. This is of particular concern as the structural integrity of all subjects inspected depends 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 was not able to ascertain in any reliable way 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.
- I disclose intrusive investigations would be required in this case to enable me to ascertain the condition and/or worthiness of all subjects covered by this building report.

## 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 may exist, in-fact are highly likely to exist within areas concealed, not able to be inspected. My not 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 and to any degree. Bearing this in mind, KAV provide no protective insurance cover, warranty or guarantee of any type associated to 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 measure being essential to terminate 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:

- The type of inspection being non intrusive and then restrictions encountered disadvantaging me in my work.
- My being void of any known history associated to this property that would have assisted me in my work.
- The congestion within the property. The inadequacy of design, manner and method of construction severely restricting access to critical areas.
- 3. 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.
- 4. 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.
- 5. No evidence of adequate, reliable preventive treatments and/or barriers being in place and my inability to ascertain the extent and then condition of those that may be in place or partially exposed.
- 6. 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), this 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 period of the first inspection is impossible. This period need only be hours. 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. Any opinion as to this would be erroneous and misleading void of having monitored the subject showing precisely when activity arrived and damage was caused. Moisture located within workings may suggest recent activity, yet on drying, the workings are identical to that which may have been constructed years prior. Moisture may also be drawn to prior abandoned workings. 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 to 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 my findings noted within the report:

- Detailed reporting on areas not inspected is not disclosed, as I have stated all areas were restricted without exception. If full details are required, additional work would be executed via a separate agreement at costs determined by the extent of work required. This would be extensive.
- This report expresses via a percentage factor, relevant to the entire subject inspected, that percentage not inspected. The risk analysis regarding the likelihood of concerns of any type being present and/or developing, yet not located at period of my inspection, is largely based on, yet not limited to, that percentage of areas not inspected, not able to be ascertained. In this specific case and based on my findings, I consider this risk factor to be equal to that percentage of the subject not inspected. For example. If 50% of the subject was not inspected, then the risk or possibility of concerns being present within the whole or entire subject is the same, being 50%. This risk analysis applies to all areas this report covers.

### **Comments regarding restricted access, inability to ascertain condition adequately and risk factor**

Here within specific areas associated to the main structure or residence. *Refer to Section 5, part 8.0.0 to 8.2.6* of this report, under the heading - *The actual sections or components regarded as structural, for specific details.*

<b>Roof structure</b>	Access not gained to 50% of the roof structure. Void congested. Insulated. . Low pitched roof. Access restricted significantly. To extremities. Insulation varies and to areas displaced.
<b>Walls to structure</b>	Access not gained to 30% of internal walls surfaces and 5% of façade or surfaces of external walls. 100% to concealed structure.

<b>Floor structure</b>	Access not gained to 20% of traffic-able structural floors internally as concealed by coverings. 50% of floor structure, set within the sub-floor void. Timbers being concealed by insulation. Extremities not reached. Some material also in store.
<b>Footings to structures</b>	Access not gained to 80% of footings housed above foundation. 100% to footings set below foundation surface. Garage was full of stored goods. Access limited.
<b>Landscaped areas</b>	Unless shown otherwise, areas beyond the boundary and/or beyond 50 meters in any direction from a structure subject to inspection was not inspected. 50% or greater of structures common to adjoining properties not inspected. Areas not developed, non trafficable, not inspected. Fencing and retaining walls not covered as not adequately or fully inspected. Reported on only where visually inspected being limited.

**Properties inhabited.** It's considered necessary that this property be inspected once vacated. This property would rate as high in respect to restrictions and limited access. Due to design and construction. Occupied and styled, housing material.

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

- **Openings, penetrations and voids** - not inspected if less than 650mm wide x 450mm high to the vertical and/or horizontal plain.
- **Sub-floor voids** – not inspected where clearance were less than 450mm and/or restricted due to design and installation of services.
- **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 where restricted due to design, installation of services and insulation.
- **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 for an extensive period.

## Section 5

### 1 to 3 Nil comment

#### 4.0.0 Scope of Works, actual purpose of this Special Expert Inspection Report and the areas this report covers

The Scope of Works and purpose of this service, is to have the inspector attempt to locate and identify major concerns of a structural nature if exposed for visual, non intrusive inspection. Further to this, report on the vulnerable and conducive nature of the subject property to live timber pest activity being Termite and Borer activity. Refer to *Section 1 of the report*.

##### **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 collapse and/or severe cracking, severe poor alignment and/or displacement, being to the degree as categorised within the *Australian Standard Tables, appendix a & b of this report as four, (4) and then requiring remedial work over and above that cost as disclosed within the criteria.*

*The prior noted must exist within the actual nominated structures subject to the inspection and then within areas able to access and view by non intrusive means.* No other areas are reported on or covered.

##### **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 property is adequately protected or not. Reporting on live timber pest activity being termites and/or borer, of the type or species disclosed within the report, will take place only if located with areas exposed at the time of the inspection. This is all the expert is able to do in a reliable way. Yet reporting may include observations and recommendations to assist in management and protection.

##### **Regarding both matters**

The experts only obligation is to report on matters as disclosed here. Anything other than this and/or to a lesser degree is not covered or reported on via this type of inspection. Non intrusive inspections of this type limit the extent and reliability of the inspection. Disclaimers made within this report are most relevant and will take precedence over any prior noted matters, perceived expectations and/or that noted to be covered.

#### 4.1.0 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 some areas not covered, yet certainly not limited to that disclosed below, the following list advises further investigation would be required in respect to that noted.

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 This can not be evaluated void of further intrusive work.**
- **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 void of intrusive work.**
- **The extent of any preventative treatments and/or barriers that may or may not be in place. Despite the findings of this report showing the prior noted to be existing or not seen as reliable in respect to the extent of protection and/or integrity. Whilst the report covers the vulnerability and conducive nature of the subject. It 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, estimations of costs for any purpose.** This being impossible void of further investigations and instructions to do this. Any opinion based on assumptions are unreliable and misleading. This report does not provide an opinion as to this.
- **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, yet 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 finding are variable pending climatic conditions and usage. Matters regarding moisture, ventilation, damp and rot are not covered at all by this report void of intrusive work.
- **Concerns being to a lesser degree to that disclosed as being covered.** Regardless as to the property or subject being in good condition, well maintained or very poor condition being, neglected, this report does not cover anything other that disclosed. If one requires information additional to the report provided by KAV this would need to be sought via a separate agreement and via a very different type of report.
- **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 take on the responsibility of others. Designers, engineers, main contractors and/or parties responsible for maintaining the subject. That responsibility and obligation remains with these parties, not KAV
- 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, 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.
- Structures of any type not nominated as being subject to this report.
- 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.
- 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 inspected, located, by KAV at the time of our inspection.
- Anything located by other means not used or incorporated by KAV. Areas where the condition of the property have 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 structure 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 determining 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.
- All structures, including wet areas, kitchen, bars, water-closets, laundry, bathrooms, ensuites and saunas, not covered for rot or moisture concerns.
- All storage areas, including garden sheds or similar. Cupboards, built-ins and furnishings not accesses 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 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 and/or under a height of 1000mm for retaining walls.
- Concrete spalling or cancer, corrosion within steel members not covered void of further investigation. Not reported on unless subject to failure as determined by this service.

Areas not covered and listed above would require investigation to allow one to be reliably informed. If not one should assume concerns are likely to exist.

#### **4.2.0 The execution of work, standards and expectations**

All work has been executed in consideration of the Australian Standards (AS) yet at the experts discretion taking precedence. The Standards do not determine the type of service and are not specific as to any particular service. The standards may or may not be suitable or acceptable, yet we show the standards that have been considered, yet this report does not rely on or adhere to the standards.

**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. This report takes precedence over all standards. KAV reserve 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 and only post the inspection are the applicable and accurate disclaimers, terms and conditions able to be realised.

#### **5.0.0 Fees applicable for transferring Report (GST inclusive)**

Fee applicable for transferring of the report varies pending the market value of the property . Contact KAV to instruct us to transfer the report and be advised as to the fee. The report is null and void, unreliable for any purpose if not transferred.

#### **6.0.0 Types of inspections**

The type of inspection carried out in this case is a non intrusive, visual only inspection as described here. Comments made here applied to this inspection service to the fullest extent.

##### **Non Intrusive inspections such as this one and what they actually are:**

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 physically 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 restricting the inspection severely, making it impossible to ascertain in any reliable way the condition, integrity or otherwise of the subject.

An inspection and report executed by non intrusive means, cannot provide accurate or reliable findings as the subject has not been inspected to the fullest extent. If the subject is wholly or partly concealed, the inspection of exposed areas, cannot in anyway show or determine the condition of the whole or entire subject.

A non intrusive inspection cannot provide 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, damage caused by pests and/or building defects.

This type of inspection is inadequate and unreliable for the purpose of making a fully informed, reliable decision or commitment without executing further investigations being of an intrusive nature. There's no escaping this reality. Unfortunately this service is often the only type available due to the limitations of the contract agreement between all associated parties. That makes any commitment based on the findings of a non intrusive inspection a very real risk and a poor compromise.

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 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. Where the subject cannot be accessed and evaluated properly. 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.

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

A non intrusive inspection report can only provide findings being assumed, viewed as a guide only and taken as unreliable void of further investigation. Such being of an intrusive nature.

KAV offer no cover related to this service, void of executing further investigations of an intrusive nature. KAV recommend intrusive work be executed to provide reliable information and do this via a separate agreement as disclosed within the report. This should be executed prior to making any commitment based on this non intrusive report.

**Intrusive inspections and what they actually are:**

Intrusive inspections allow for physically 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 was not carried out by KAV in this case, yet is being called for. This type of inspection may cover the properties 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 providing guarantees or warranties 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.

**7.0.0 The actual structures inspected in this specific case**

The prior nominated structures are the only structures subject to this report. Nothing else is covered, whether considered of a structural nature or otherwise.

Further to this, only those areas or sections noted as being structural members within the nominated structures and/or areas being evaluated. These members disclosed *under the heading - The actual sections or components regarded as structural* noted within this section of the report.

To understand precisely the areas inspected and covered, one must firstly note the nominated structures on site that have been inspected. (*Refer Section 1 of this report*) and then examine the actual structural members or components being evaluated within these structures. *Refer part 8.0.0 to 8.2.6* following.

**8.0.0 The actual sections or components regarded as structural, subject to this inspection**

The following areas are the only areas being evaluated, if present and applicable within the nominated structures. These are strictly the only areas this Special Building Structural and Pest Report is concerned with and covers.

**8.1.0 The criteria that determines that covered**

The following must be taken into consideration along with the Scope of Works covering the nominated subjects or structures. The following members are housed within the nominated structures.

The criteria shows the extent of damage and costs associated to remedial work that this report covers. Put simply the report covers damage if meeting that degree as disclosed where meeting the estimated cost for remedial work.

**The criteria related to those areas subject to the inspection, housed within nominated structures and/or property as follows:**

#### **8.1.1 The Roof structures:**

**What are the actual structural members and areas normally inspected and therefore covered?**

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 structure taken from the top of the top wall plates up to the extremities of roof structure being the ridge or apex.

**What is the expert looking for in this case?**

Signs of major structural failure, due to any reason and determined by examining those structural members as noted, along with the examining of façade, cladding and/or exposed surfaces associated to the roof structure. Here looking for actual structural failure and/or telltale signs of concerns to the degree as expressed within the report. The inspected for ascertaining alignment include, fascia, barges, ridge, gables, eaves and flat surface of the roof.

**What is actually covered and is to be reported on in this case?**

Major concerns only, being structural failure, notable excessive deflection and/or poor alignment. The expert will only report on and the report only covers findings if:

- A. deflection is noted to be equal to or greater than 150 mm to the vertical or horizontal line over a span of 5000 mm.
- B. poor and inadequate construction methods are located and/or critical structural members are missing. Yet only if this has resulted in structural failure and/or conditions as noted in (A.)
- C. pest activity if present and/or damage if significant causing structural failure, collapse.
- D. costs for remedial work would be above \$20,000.00 to members subject to the report.

**What is not considered and not covered in this case?**

Where remedial work would be below cost as shown.

In this case, facias, barges, flashings, gutters, downpipes, all roof covering, battens, cladding, linings, concrete suspended roof slabs and/or floors were not inspected or covered. Areas not fully accessible, concealed by any means such as, yet not limited to, associated members, insulation and/or sarking where accurate ascertaining of their condition was not possible. Areas considered to be void of adequate assessment are not covered. Such requiring further intrusive investigation.

#### **8.1.2 Wall to structures:**

**What are the actual structural members and areas normally inspected and therefore covered?**

The structural members are those considered to be load bearing supporting other components or members. Non structural façade and/or partition walls are not included. The exception being in respect to the pest inspection where all walls were inspected.

Structural members include top and bottom plates and all structural members between including intermediate plates, studs, noggins, trimmers, bracing, beams, lintels and/or heads to openings or penetrations. Masonry and/or composite members, being to single or double cavity wall structures. Members such as posts, columns and beams are included. . The above members are the only areas subject to this inspection and covered, yet only where visually inspected and/or accessed.

**Location of these members**

The wall structure is placed vertically and housed to top of structural finished floors. It is that section of wall commencing from the line of the DPC at trafficable floor level, bottom plate and above to line of top plate and ceiling joists. .

**What is the expert looking for in this case?**

Signs of major structural failure due to any reason. This determined by the examining of those structural members as noted where exposed along with the examining of the linings or covering to façade or exposed surfaces affixed to and/or associated to the wall structure. The expert will only report on and the report only covers actual structural failure and/or telltale signs of concerns being to the degree as expressed within the report.

**What is actually covered and is to be reported on in this case?**

Major concerns only, being failure and notable excessive deflection and/or poor alignment along the line of the walls. Here to the vertical and/or horizontal. The areas to which alignment is inspected is along the top plates or that junction between the eaves and the top of external façade wall and similar between the internal walls and ceilings. Also along the wall at the bottom plate where adjoining the floor. Further to this, along the surface of the flat walls. Cracking within the walls are examined to 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.

The expert will only report on and the report only covers findings if:

- A. deflection is noted to be equal to or greater than 100 mm over 5000 mm to the true, straight line. .
- B. cracking is equal to or greater than that shown within the tables, appendix b, where degree of damage being 4
- C. poor and inadequate construction methods are located and/or critical structural members are missing. Yet only if this has resulted in structural failure and/or conditions as noted in (A. & C.)
- D. pest activity if present and/or damage if significant causing structural failure.
- E. costs for remedial work would be above \$20,000.00 to members subject to the report.

**What is not considered and not covered in this case?**

Where remedial work would be below cost as shown.

Any section being concealed by any means making whole of subject impossible to inspect and ascertain condition.

Such being the top plates to walls set to perimeter of the structure and those areas concealed by insulation and/or linings. Structural members to framed walls were fully lined and concealed. Windows

and doors, fix-out, linings and/or coverings to walls were not inspected and not covered by this report. Heads, lintels and bars over all penetrations not covered as condition not able to ascertain adequately. Areas considered to be void of adequate assessment are not covered. Such requiring further intrusive investigation.

### **8.1.3 Floor structures:**

#### **What are the actual structural members and areas normally inspected and therefore covered?**

Trafficable flooring being load bearing. Structural members may vary in type of materials used and may include bearers, beams, joists and flooring. Also concrete slabs being suspended.

#### **Location of these members**

These floors are suspended above the foundation as noted and form a part of the main structure.

#### **What is the expert looking for in this case?**

Signs of major structural failure due to any reason. This I determined by examining those structural members as noted along with the examining of exposed surfaces and trafficable areas.

#### **What is actually covered and is to be reported on in this case?**

Major concerns only, such as notable excessive deflection and/or poor alignment along the line of the floor. The areas to which alignment is inspected is along the surface and/or soffit of the flat floor. The exception being floors with constructed falls or contours.

Cracking within the floors are examined to 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. Excessive movement and bounce will be considered.

The expert will only report on and the report only covers findings if:

- A. deflection is noted to be equal to or greater than 100 mm over 5000 mm to the true, straight line
- B. cracking is equal to or greater than that shown within the tables, appendix b, where degree of damage being 4
- C. poor and inadequate construction methods are located and/or critical structural members are missing. Yet only if this has resulted in structural failure and/or conditions as noted in (A. & C.)
- D. pest activity if present and/or damage if significant causing structural failure.
- E. costs for remedial work would be above \$20,000.00 to members subject to the report.

#### **What is not considered and not covered in this case?**

Where remedial work would be below cost as shown..

Any section being concealed by any means making whole of subject impossible to inspect and ascertain condition. Such being floor coverings including membranes, ceramic tiles or similar not considered or covered at all. Trafficable structures housed to foundations, yet not apart of or incorporated within the main structure are not included, such as driveways or paths. The above members are strictly the areas subject to this inspection and covered. Areas considered to be void of adequate assessment are not covered. Such requiring further intrusive investigation.

### **8.1.4 Footing to structures:**

**What are the actual structural members and areas being inspected and therefore covered?**

Structural members to which all other structural and nonstructural members are housed upon. This being the actual footings set upon the foundation and may include and/or be made up of, masonry walls, piers, columns and beams, steel and timber members. Concrete footing being continuous strip and/or isolated blob type, raft slabs, pier and beam construction.

**Location of these members**

The area inspected, includes structural members of any material situated below line of DPC and/or soffit of lowest floor members down to the foundation at ground level, surface.

**What is the expert looking for in this case?**

Signs of major structural failure due to any reason. This being determined by examining the footings being exposed and accessible for concerns or failings to the degree as expressed within the report. .

**What is actually covered and is to be reported on in this case?**

Major concerns only, being excessive deflection and/or poor alignment along the line of the footings. The areas to which alignment is inspected is along those horizontal lines for the purpose of detecting excessive settlement and failure. Also the checking of vertical line to determine the direction and severity of the movement. The inspection of all other areas as noted prior may also provide important information regarding the footings to the foundation. Concerns noted within such areas can be due to failed footings to foundation.

The expert will only report on and the report only covers findings if:

- A. isolated piers are out of plumb by 100 mm to the vertical line and over the distance being 1000 mm
- B. continues footings being out of level by 75 mm to 5000 mm span.
- C. cracking is equal to or greater than that shown within the tables, appendix b, where degree of damage being 4 to walls and floors housed to the footings. Cracking within the footings will 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.
- D. costs for remedial work would be above \$40,000.00 to members subject to the report.

**What is not considered and not covered in this case?**

Where remedial work would be below cost as shown.

Any section being concealed by any means making whole of subject impossible to inspect and ascertain condition. Footings below surfaces including foundation.

Slight or moderate failings and/or movement within isolated piers or footings supporting trafficable flooring only and/or footings not incorporated within the main continuous footings to the structure. Such being isolated blob footings are not considered or reported on at all.

**8.2.0 The Developed Landscaped Areas**

**8.2.1 Retaining walls:**

**What are the actual structural members and areas being inspected?**

Structural walls of any type and materials, where supporting loads, yet only if over the height of 1200 mm.

**What is actually covered and is to be reported on in this case?**

The inspection is limited to exposed areas of the wall only. Ascertaining these structure is not at all possible void of intrusive work, yet if obvious failure can be located. Such would be reported on where costs for remedial work would be above \$60,000.00 to members subject to the report.

**8.2.2 Fencing:**

**What are the actual structural members and areas being inspected?**

Fencing of masonry only and where fences are over the height of 1800 mm. The exception being to timber fencing inspected for pest activity. The inspection is limited to the same degree as retaining walls and the determining of concerns and areas reported on are the same.

**What is actually covered and is to be reported on in this case?**

Where costs for remedial work would be above \$20,000.00.

**8.2.3 Pools or ponds:**

**What are the actual structural members and areas being inspected?**

Pool structure only for ascertaining rolling of structure within foundation. Exposed facades and/or trafficable apron being a part of the structure is inspected. The pool must be of concrete construction, at a depth greater than 300 mm. Ponds, dams waterways and/or water holes seen as dangerous or otherwise are not inspected or covered.

**What is actually covered and is to be reported on in this case?**

Reporting on poor alignment or rolling to the degree where the horizontal surface or apron surrounding 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.

**8.2.4 Pergolas and/or verandahs:**

**What are the actual structural members and areas being inspected?**

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 to members subject to the report.

**8.2.5 Decks, balconies and patios:**

**What are the actual structural members and areas being inspected?**

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 metres and housed 600 mm or greater above foundations allowing access to inspect. Associated stairs, ramps and balustrades are included. Costs for remedial work would be above \$20,000.00.

**8.2.6 Trafficable areas:**

**What are the actual structural members and areas being inspected?**

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

**What is actually covered and is to be reported on in this case?**

The determining of concerns as noted to floor structure. Concrete spalling and/or cancer is not covered regardless as to being located within isolated areas or otherwise. 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 housed to a foundation are subject to movement. The extent of movement within the and/or affecting the structure will vary pending vulnerability of structure and the extent of movement to the foundation. Excessive movement if noted within a structure may be due to inadequate bearing value to whole or part of foundation, conditions affecting the foundations, inadequate design and/or construction. A foundation varying in capacity to support those 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 moveable loads to the structure. The structure itself is a dead load.

Active, plastic foundations vary and are unstable. This type of foundation will rise and fall pending moisture content and is particularly active if property and/or structure is subject to poor storm-water control. Hydrostatic pressure affecting structures is not uncommon, particularly to retaining walls. Hydrostatic pressure can affect structures in both vertical and horizontal directions.

Movement to some degree occurs within all types of structures, and may be noted via cracking within rigid non flexible masonry and concrete structures and between different building materials, changes in direction and over certain dimensions.

Most movement is associated to shrinkage, expansion, contraction. Other deteriorating factors may be oxidation, corrosion and moisture. Influence of vegetation may also contribute to movement. Varying conditions being climatic and/or otherwise.

Footings and structural members may be undersized and/or inadequate for expectations. This is not uncommon if additions and extra loads are applied.

Variations to a once adequate foundation can occur due to poor or failed storm-water systems or shifting of earth. Cracking, poor alignment and displacement can take place post an inspection showing condition as being sound or fair.

### **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 and/or secure to main structure are subject to failure at some period. During visual inspection components may appear to be sound where exposed surfaces or sections such as heads of bolts may be protected by paint or other coverings. It is to those areas concealed that most deterioration is likely to occur. Some contributing factors resulting in deterioration and failure being, yet not limited to, corrosion, fatigue, excessive movement, excessive forces applied, inadequacy of installation, incorrect fixings or materials used and materials not suited for habitat or climatic conditions. Testing of components is not successful and not recommended as testing may not produce immediate or apparent failure, yet may produce further failings or fractures to fatigued members where failure may occur at some period later. All fixings or components should be replaced at specific periods pending expected lifespan. If not certain of history or condition of fixings, replacement of all fixings should be carried out and recording of 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. Fixings components may determine this. The responsible for selecting and installing all 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 investigated in respect to adequacy of fixings or components is required in this case as this service cannot

determine this. This is critical. **This report does not cover the prior noted at all as intrusive investigation would be required.**

## Appendix b

### Australian Standards & Tables

The following tables are used to ascertain the extent of movement major or otherwise to those structures subject to this inspection. The standards are in table form and provide the reference to which movement is evaluated. Comparison between measurements shown within the tables and the extent of movement and/or faults located to structure on day of inspection are made by the expert and the finding are as noted prior within the building report. Findings made via other means or using different references will not be acceptable or comparable. Some areas noted within the tables and comments made may not be applicable to this property, yet remain in place to provide full and complete tables.

### 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 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 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 categorised. This may be supplemented by other factors, including serviceability, in assessing category of damage. In assessing the degree of damage, 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 6

### The Terms and Conditions of this inspection and report

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1. Engagement and agreement
2. Limitations regarding these inspection and reports, additional to those noted prior
3. Obligations, areas covered and disputes
4. Construction
5. Server-ability
6. Legal advice

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#### 1. Engagement and agreement

The Vendor has instructed KAV to carry out this specific service via a contractual agreement, understanding KAV would inspect the subject property and construct a report covering matters disclosed. The agreement commenced at period of engagement, finalised on payment for the service. Payment made prior to the report being released. Payment covers the site inspection and construction of the report only. Finalising the agreement is a disclosure the Vendor accepts the report in its entirety. This also applies to a third party, recipient of the report if moving to transfer the report into their name. KAV reserve the right to amend and/or make the report null and void post its creation and presentation. Particularly if made aware of any matter that could have been disclosed to KAV, by any party, where such would have impacted on or influenced our work, been beneficial or disadvantaging us in our tasks. Non acceptance of the report would require showing matters of substance to support and warrant this.

#### 2. Limitations regarding these inspection and reports, additional to those noted prior. 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 metres 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 stethoscope. 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.

### **3. Parties obligations related to complaints, disputes and claims.**

KAV do not provide any warranty, guarantee or insurance cover for non intrusive inspections and reports. **Refer to Disclaimers Section 4 and Type of reports Section 5, part 6 Non intrusive inspections.** If a claim is to be made, it must be understood that significant limitations may be encountered if proceeding. Refer to part 6 of this section as to legal advice.

Without exception, claims made must show full details related to the claim and include accurate and reliable supporting evidence. All presented for evaluation at the one time so not disadvantage KAV and allow KAV to respond in a reliable way. Withholding material is an option best rejected. .

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

The Expert's report must show:

- that they have identified and evaluated the KAV report and all associated properly. That the matter at hand is actually covered by KAV, show how and where.
- findings clearly to the fullest extent and refer to the KAV report on the matter at hand. Identify and shows where the KAV report covers the same matter in its entirety. Selected comment 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 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 have 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 concerns being realised. Interference to any degree and/or remedial work associated to the claim must not be commenced. 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 noted 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 noted will still apply seeing the Plaintiff or Applicant executed tasks as called for within the UCPR, Uniform Civil Procedure Rules.

KAV reserve the right to evaluate all claims for the purpose of ascertaining the validity and/or credibility of matters raised. 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 separately or abandon it.

This does not mean the matter cannot proceed and an Applicant or Plaintiff may still move to file a claim. However the possibility of obtaining compensation may 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 said 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 of the report, you 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 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. Constitute the entire agreement between the parties and supersede all previous communications whether oral or written between the parties with respect to the subject matter hereof.

#### **4. 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.

#### **5. 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.

#### **6. Legal advice and extent of cover**

One should obtain independent legal advice regarding this report. Your legal advisor has a duty to inform you adequately as to the report and should be familiar with these reports. It's essential the report is evaluated as disclosed to the fullest extent by your expert legal advisor or a qualified party. If not contact KAV immediately and prior to making any commitment. Proper and reliable evaluation is critical. If a dispute or claim arises questioning the work by KAV, its essential that such a matter is assessed and dealt with by a separate independent legal expert to that party instructed to act at period of purchasing . Avoid any conflict of interest by doing this.

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 on obtaining reliable information post further intrusive investigation. KAV do not offer or charge for insurance cover for a service that cannot report on the subject fully and/or in a reliable way. A service such as this that can only provide a guide or assume a subjects condition. Disclaimers associated to non intrusive inspections show this. Refer also to a decision handed down within the Administrative Decisions Tribunal Valstar V Commissioner Fair Trading 2005 NSWADT 102. If Insurance cover and guarantees are required in this case, it's essential to instruct KAV to execute additional work required to achieve this. This should also include obtaining approval to execute further work of an intrusive nature. Such work would be subject to a separate contractual agreement. This report cannot be seen as adequate or reliable to make any decision or commitment as it stands. It discloses a very real need to execute further work to be reliably informed.

### 7. 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 within the report, including specific instructions by the Vendor. My findings, disclaimers, recommendations are critical and should be considered as such. This report must be evaluated and supported by any existing reporting and/or material information that exists on the subject property to be better informed. It's the client's obligation to obtain this from the Vendor and present any such material to KAV for evaluation and/or possible amending of the report. If the client, recipient of the report has moved to exchange contracts, made that commitment to purchase prior to receiving the report. The report has not been relied on for that purpose. The client would have acted contrary to all required and called for in respect to transferring of the report. Confirming the time of exchange of contracts would be required of the client if relying this report for any purpose. KAV would confirm the time of presentation.

### Professional Services Certificate

