

TERMS AND CONDITIONS FIRE SAFETY COMPLIANCE CONSULTANCY SERVICES

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

1. **Audit Limitation**
This is a Fire Safety Compliance Audit in compliance with the Building Fire Safety Regulation 2008 but is not an audit of other statutory acts, codes, or regulations e.g. Building Code of Australia, Fire and Rescue Service Act 1990.
2. **Online Fire Evacuation Training**
Online training is supplied to fulfill the requirements of the Building Fire Safety Regulation 2008 and does not state the competency of the person undertaking the online fire training, further Abscan is not responsible for the use of fire equipment on site.
3. **Fire/Smoke Walls**
Our audit excludes the assessment of penetrations to Fire/Smoke Walls in ceiling voids over accommodation units/apartments. Should these spaces be deemed "common areas" then upon receiving this advice we would inspect these areas together with the payment of additional fees for this service.
4. **Common Areas**
Where a fire safety compliance audit is undertaken by Abscan for the "common areas" of a building i.e. excluding the tenancies within the building, only the internal "common areas" within the building are inspected and not external 'open spaces'. Therefore assessment as to the existence of smoke alarm installations within Class 2 residential tenancies i.e. excluding the tenancies within the building is excluded and the property owner or managing entity should ensure that smoke alarms are installed and tested as per the fire safety regulations and residential tenancy requirements.
5. **QBSA License**
Abscan holds a Completed Building Inspections license issued under the Queensland Building Services Authority Act 1991. This report complies with AS4349.1 Property Inspections - Part 1.
6. **Report**
You acknowledge and agree with Abscan that:
 - a) Abscan will provide the Report in writing, which will comprise the whole of the Report.
 - b) This report is NOT an all-encompassing report detailing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not depends, to a large extent upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-Law. It is not a structural report. Should you require any advice of a structural nature you should consult a structural engineer.
 - c) THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of the Inspection. The Inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The Inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods cupboards, other areas that are concealed or obstructed. The Inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner. Unless expressly included in any report the determination of the presence of or damage caused by termites or any other wood damaging insects or organisms is excluded.
 - d) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures the absence of any dampness at the time of the Inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection equipment; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbouring problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage do not exist in any inaccessible or partly inaccessible areas or sections of the property. (NOTE: Such matters may upon request be covered under the terms of a Special Purpose Property Report.)
 - e) When this report refers to a highset house ("Queensland" style) we wish to advise that the underside of the house may not be a habitable area as defined by the Building Code of Australia.
 - f) The report will not include inspection of part of the building, spaces, cavities etc with no "reasonable access" as defined by AS4349.1-2007.

Section 3.2.2 - Safe and Reasonable Access

- The extent of accessible areas shall be determined by the inspector at the time of the inspection, based on the conditions encountered at the time of the inspection. The inspector shall also determine whether sufficient space is available to allow safe access.
- The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Reasonable access shall be determined in accordance with the provisions of Table 3.2.
- The inspector shall inspect an elevated area only where –
- It is at a height at which safe reasonable access is available, or where safe and reasonable access is otherwise available; or
- An unobstructed line of sight is present from safe use of a 3.6m ladder and the building elements present are close enough to allow appraisal.

Note: 'Elevated area' includes the roof, roof space, crawl space, landing feature, and the like, generally elevated above the ground and not intended for normal use by occupants.

**TABLE 3.2
DIMENSIONS FOR REASONABLE ACCESS**

Area	Access hole mm	Crawl space mm	Height
Roof interior	400 x 500	600 x 600	Accessible from a 3.6m ladder
Roof exterior	-	-	Accessible from a 3.6m ladder placed on the ground

NOTES:

Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.
Subfloor areas sprayed with chemicals should not be inspected unless it is safe to do so.

7. **Asbestos**
No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90's may contain some Asbestos. Sheeting should be fully sealed. If concerned if the building was built prior to 1990 you should seek advice from a qualified asbestos inspector as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos inspector.
8. **Mould (Mildew and Non-Wood decay Fungi) Disclaimer**
No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Mildew and non-wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. If you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your Local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

9. Estimating

Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

10. Unidentified Alterations

There may be non- structural areas or items to the property that do not comply with the current Building Code of Australia requirements e.g. stair construction which has previously been approved by the local authority, or received alterations which cannot be identified with reference to council records. We take no responsibility for loss or injury in these cases.

11. Specialists Consultants or Contractors

Should you wish this report to encompass other matters, such as the following it will be necessary to specify these matters and to pay the appropriate additional fees or engage licensed contractors separately.

- Council approvals
- Boundary encroachments
- Whether the property is subject to flooding
- Retaining walls
- Access for persons with disabilities compliance
- Termite infestations
- Electrical Services
- Plumbing, Drainage and Roofing
- Mechanical Equipment
- Presence of lead paint
- Presence of products or materials containing asbestos fibres
- Non-complying glass to windows, doors etc. for safety
- Geotechnical foundation conditions or landslip hazards
- Gas or solar operated equipment
- Presence of toxic mould
- Hazardous substances

12. Other Contractors Reports

We accept no responsibility for the accuracy of other contractors' or consultants' reports and therefore accept no liability for any losses incurred due to negligence or ambiguous information contained therein.

13. Ponding Water Adjacent to Building

We recommend in all cases, that rain water naturally falling from the sky or over land flow from neighbouring properties from the yard including taps and rainwater down pipes, be directed away from the house and other buildings to prevent ponding adjacent to the footings and foundations which can cause subsidence.

14. Use of Report

You acknowledge and agree that the Report is given to you for your own use and is not given for any other purposes or to any other person or corporation except as may be expressly provided for in the Report. You are not entitled to use, publish or copy the Report for any purpose other than your own personal use without the written consent of Abscan.

You acknowledge that the Report is given to you as the Customer and to no other person or corporation and your interest in the Report may not be assigned or otherwise dealt with to any third party without the written consent of Abscan.

This report has been prepared for the client stated on the front of the report for their sole use only. We accept no responsibility for this report where a third party or others outside of our contractual relationship obtains a copy.

15. Customer's Risk

The property shall at all times remain at your risk and Abscan will not be liable to any person in respect of loss, destruction or damage to the Property or to any other property or person whilst the Property is being inspected by Abscan and loss or damage referred to in this clause shall mean and include without limitation, loss or damage caused by the negligence or willful act or default of Abscan or any other person whether or not such loss or damage is foreseeable or contemplated by Abscan.

16. Act of Parliament

Where any act of Parliament implies in this agreement any term, condition or warranty and that act avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of or liability under such term, condition or warranty then that term, condition or warranty shall be deemed to be included in this agreement. However, the liability of Abscan for any breach of that term, condition or warranty shall be limited, at the option of Abscan to: -

- a. The provision of a further report at no cost to the Customer; or
- b. The payment of an amount equal to the Fee by Abscan to you

17. Indemnification

Subject to the preceding clause you undertake and agree to indemnify and keep indemnified Abscan against all actions, claims, proceedings, costs, losses or damage whatever and howsoever caused or arising which Abscan may sustain, incur or pay in connection with or arising from the provision of the Report and inspection of the Property in connection with or occasioned as a result of the negligence of Abscan or any other person or corporation and you acknowledge that it is agreed to be the responsibility of the Customer to effect insurance on the Customer's behalf in respect of those matters for which this indemnity is given.

18. Separate Limitations

Each provision set out in this agreement is to be construed as a separate limitation applying and surviving even if for any reason one or other of those provisions is held to be unenforceable, inapplicable, unfair, harsh or unconscionable in any circumstances.

19. Time Limitations

The contents of this report is only valid for 30 days from the inspection date. After this date in all cases we recommend that inspection reports for building and timber pests be obtained.

20. Disputes, Consumer Complaints Procedure

In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice, then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration. Any dispute arising under this agreement shall be subject to the law and jurisdiction of the State of Queensland and wherever possible the Courts or authorities in the City of Townsville.

21. Archives

Files will be archived and kept for a maximum of three (3) years, at which time will be destroyed unless prior instructions received.

DISCLAIMERS

1) Liability

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

2) Liability to the third parties

This report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on this report, in whole or in part do so at their own risk.