

## TERMS AND CONDITIONS – Asbestos/Hazardous Materials

### 1. QSBA License

Abscan holds a Completed Building Inspection License issued under the Queensland Building Services Authority Act 1991.

### 2. Additional Property inspections.

In the event that the presence of asbestos in a building is confirmed, Abscan may require current floor plans of the building and further site visits and possible testing of samples to identify the extent of the products and locations for the preparation of an Asbestos Audit Register.

### 3. Authority to Access Property

You have assured Abscan that:

- You lawful right to allow our inspectors to enter and inspect the Property.
- The Property will be made available for inspection at the time/date arranged and that access to all parts of the building are available at the time of the inspections, including ceiling spaces, air-conditioning plant rooms, storage rooms etc.

### 4. Acknowledgement

You acknowledge and agree with Abscan that:

- Abscan will provide the report in writing, which will comprise the whole of the Report.
  - You should not rely on any verbal assurance or statement made by Abscan (its officers, servants or agents) with respect to Property or the Report and you accept that the written document comprising the Report comprises the whole of the report made to you in terms of this agreement.
  - The purpose of the report is as stated in the Report.
  - Unless expressly provided in the Report, inspections are visual and rely upon the opinion, judgment and experience of Abscan and are not intended to be technically and mechanically exhaustive.
- The determination of conditions that may have occurred prior to the inspection are excluded.
- 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 –

- a) It is at a height at which safe reasonable access is available, or where safe and reasonable access is otherwise available; or
- b) 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:**

1. 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.
2. Subfloor areas sprayed with chemicals should not be inspected unless it is safe to do so.

### 5. Wall and Floor Cavities

It is acknowledged though not expressly stated in the report that any asbestos products hidden from view in wall, floor and other cavities are parts of the building included as being of 'no reasonable access.'

### 6. Specialist Consultants or Contractors

You acknowledge and agree that Abscan shall not be held liable to any person for any loss or damage to the Property or to any other property or person caused by the information contained in asbestos testing and analysis reports or reports by other consultants or contractors engaged by Abscan as part of the inspection and reporting process.

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### 7. Other Contractors Reports

Should you wish this report to encompass other matters of concern (other than what may be stated in quotation documents), such as the following it will be necessary to specify these matters and to pay the appropriate additional fees or engage licensed contractors separately.

- |  |   |
|--|---|
| a) Council approvals                               | i) Mechanical equipment                                   |
| b) Boundary encroachments                          | j) Presence of lead paint                                 |
| c) Whether the property is subject to flooding     | k) Building inspection for defects report                 |
| d) Retaining walls                                 | l) Non-complying glass to windows, doors etc. for safety  |
| e) Access for persons with disabilities compliance | m) Geotechnical foundation conditions or landslip hazards |
| f) Termite Infestations                            | n) Gas or solar operated equipment                        |
| g) Electrical Services                             | o) Presence of toxic mould                                |
| h) Plumbing, Drainage and Roofing                  |   |

### 8. Use of the 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 that of your own personal use without the written consent of Abscan.

### 9. Professional Indemnity Insurance

Abscan Building Inspection Services will obtain professional indemnity insurance specifically for asbestos inspections when it becomes available in Australia.

Our insurance includes inspection of hazardous materials.

### 10. Customers 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 is referred to in this clause shall mean and include without limitation, loss or damage caused by the negligence or wilful act or default of Abscan or any other person whether or not such loss or damage is foreseeable or contemplated by Abscan.

### 11. Act of Parliament

Where an act of Parliament implies in this agreement any term, condition or warranty and that act voids or prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such term, condition or warranty that 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:

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

### 12. 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 occasioned as a result of the negligence of Abscan or any other person or corporation and you acknowledge that is agreed to be the responsibility of the customer to effect insurance on the Customers behalf in respect of those matters for which this indemnity is given.

### 13. Separate limitations

Each provision set out in this agreement is to be constructed 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.

### 14. Disputes

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.

### 15. Archives

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