

ZOOM BPI

Zoom Building and Pest Inspection

PRE-ENGAGEMENT INSPECTION AGREEMENT TERMS & CONDITIONS

Property & Timber Pest Inspection Services

Business Name:	BN Total Construction PTY LTD
Trading As:	Zoom BPI — Zoom Building and Pest Inspection
ABN:	97 646 808 335
QBCC Licence:	15279880
Phone:	0481 826 856
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Website:	zoombpi.com.au
Service Areas:	Griffin, Kenmore Hills and surrounding Brisbane regions

1. ABOUT THIS AGREEMENT

This Pre-Engagement Inspection Agreement sets out the terms and conditions under which BN Total Construction PTY LTD, trading as Zoom BPI (QBCC Licence 15279880), provides building and pest inspection services. By engaging Zoom BPI, the Client acknowledges they have read and understood these terms.

The inspection is carried out in accordance with Australian Standard AS 4349.1-2007 *Inspection of Buildings. Part 1: Pre-Purchase Inspections — Residential Buildings* and AS 4349.3 *Inspection of Buildings. Part 3: Timber Pest Inspection Reports*.

2. SERVICES

The inspection service is to be based on one of the following options, as agreed at the time of booking:

Option 1 — Standard Property & Timber Pest Report: Comprising a Property Report and a Timber Pest Report, prepared in accordance with AS 4349.1 and AS 4349.3 respectively.

Option 2 — Special-Purpose Inspection Report: An inspection report prepared for a defined purpose, scope, and acceptance criteria specified by the Client. This may include Option 1 as well as additional requirements.

The report is produced for the exclusive use of the Client. Zoom BPI is not liable for any reliance placed on the report by any third party.

3. FEES AND PAYMENT

The agreed fee for the inspection is confirmed at the time of booking. Payment is due no later than 24 hours prior to the inspection, or on the same day as the inspection, whichever is earlier, unless an alternative arrangement has been confirmed in writing by Zoom BPI.

Late payment: Invoices not paid within the agreed terms will be referred to a debt collection agency. A late payment fee of 30% of the outstanding invoice amount will be added to any overdue balance prior to referral. The Client is responsible for all reasonable costs of debt recovery, including agency fees.

Zoom BPI reserves the right to withhold delivery of the completed report until payment has been received in full.

4. ACCESSIBILITY AND SCOPE OF INSPECTION

Unless otherwise agreed in writing, the inspection covers only the Readily Accessible Areas of the Building and Site as defined below.

Readily Accessible Areas

Readily accessible areas are those which can be safely inspected without injury to person or property. This includes areas up to 3.6 metres above ground or floor levels; roof spaces with a minimum clearance of 600 mm high by 600 mm wide; and subfloor spaces with a minimum clearance of 400 mm high by 600 mm wide, where the space permits entry.

The term also includes accessible subfloor areas on a sloping site where minimum clearance is not less than 150 mm, provided the area is within 2 metres of a point with conforming clearance; and eave areas within the consultant's unobstructed line of sight and arm's reach from a conforming clearance point.

Building and Site

Building and Site means the inspection of the nominated property including any car accommodation, detached laundry, ablution facilities, garden sheds, retaining walls more than 700 mm high, paths, driveways, steps, fencing, earthworks, surface water drainage, and stormwater run-off within 30 metres of the building and within the property boundaries.

For the timber pest inspection, Building and Site is extended to include all timber structures (outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm, and timber embedded in soil) within the property boundaries up to 50 metres from the main building.

Areas Not Inspected

The inspection does not include areas that are inaccessible, not readily accessible, or obstructed at the time of inspection. Obstructions include, but are not limited to: fixed ceilings, wall linings, floor coverings, roofing, fixtures, fittings, furniture, stored items, thermal insulation, sarking, pipe and duct work, builder's debris, vegetation, pavements, or earth.

Note — Strata and company title properties: the inspection is limited to the interior and the immediate exterior of the particular residence being inspected. Common property is not inspected unless specifically agreed.

5. PROPERTY REPORT — DEFINITIONS

Building Consultant

A person, business or company qualified and experienced to undertake a pre-purchase inspection in accordance with AS 4349.1-2007, and holding any applicable Government licence (in Queensland, a current QBCC licence).

Structure

The loadbearing part of the building, comprising its Primary Elements.

Primary Elements

Those parts of the building providing basic loadbearing capacity — including foundations, footings, floor framing, loadbearing walls, beams, columns, handrails, stairways, and structural flooring such as floorboards.

Secondary Elements

Non-loadbearing parts of the building that perform a completion role — including partitions, wall linings, ceilings, chimneys, flashings, windows, glazing, and doors.

Finishing Elements

Fixtures, fittings, and finishes applied to Primary and Secondary Elements — including baths, basins, kitchen cupboards, door furniture, window hardware, render, tiles, trim, and paint. Does not include furniture or soft floor coverings such as carpet or lino.

Major Defect

A defect of significant magnitude where rectification must be carried out to avoid unsafe conditions, loss of utility, or further deterioration of the property.

Minor Defect

Any defect other than a Major Defect.

Serious Safety Hazard

Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational health and safety consequences are not assessed under this report.

Structural Damage

A significant impairment to the integrity of the Structure. Categories include: (a) structural cracking and movement; (b) deformation; (c) dampness causing consequential damage to Primary Elements; and (d) structural timber pest damage.

Conditions Conducive to Structural Damage

Noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

6. PROPERTY REPORT — PURPOSE, SCOPE AND ACCEPTANCE CRITERIA

Purpose: To provide the Client with advice regarding the condition of the Building and Site at the time of inspection.

Scope: The report covers evidence of: Structural Damage; Conditions Conducive to Structural Damage; Major Defects in Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and Serious Safety Hazards discernible at the time of inspection. The inspection is limited to Readily Accessible Areas and is based on a visual examination of surface work, excluding furniture and stored items, together with the carrying out of tests.

Acceptance Criteria: Unless otherwise agreed, the building is compared with a building constructed in accordance with generally accepted practice at the time of construction, which has since been maintained without significant loss of strength or serviceability.

Limitations

1. Visual-only inspections are not recommended. To thoroughly inspect Readily Accessible Areas, the consultant will carry out appropriate tests in addition to visual examination.
2. The report does not cover items or matters outside the scope of the requested inspection. Additional matters may be addressed in a Special-Purpose Inspection Report.
3. The inspection covers only Readily Accessible Areas. Areas that are inaccessible, not readily accessible, or obstructed at the time of inspection are excluded.
4. AS 4349.0-2007 recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
5. The report is produced for the exclusive use of the Client. Zoom BPI is not liable for any reliance placed on the report by any third party.

Exclusions

The report does not cover or deal with:

- Individual Minor Defects
- Rectification costs or repair solutions
- Structural design adequacy
- Detection of wood-destroying insects (termites and wood borers — covered separately under the Timber Pest Report)

- Operation of fireplaces and chimneys
- Building services including electrical, mechanical, fire detection, or engineering systems
- Lighting or energy efficiency
- Swimming pools, spa baths, or associated equipment
- Appliances including ovens, dishwashers, or ducted vacuum systems
- Asbestos content, safety glass, or lead-based paints
- Environmental, biological, or health risks such as toxic mould
- Building code compliance
- Ground conditions including flood prone land, landslip, fill, or subsidence risk
- Common property in strata or company title properties

7. TIMBER PEST REPORT — DEFINITIONS

Timber Pest Detection Consultant

A person who meets the minimum skills requirement set out in AS 4349.3 and any applicable state or territory licensing requirements, including in Queensland a current QBCC licence.

Timber Pests

Wood-destroying agents that attack timber in service and affect its structural properties. These include: (a) Chemical Delignification — the breakdown of timber through chemical action; (b) Fungal Decay — microbiological degradation by soft rot and decay fungi (not mould); (c) Wood Borers — wood-destroying insects of the order Coleoptera; and (d) Termites — wood-destroying insects of the order Isoptera.

Timber Pest Attack

Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity

Telltale signs associated with active (live) and/or inactive (absence of live) timber pests at the time of inspection.

Timber Pest Damage

Noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by timber pests.

Conditions Conducive to Timber Pest Attack

Noticeable building deficiencies or environmental factors that may contribute to the presence of timber pests.

Major Safety Hazard

Any item that may constitute an immediate or imminent risk to life, health, or property resulting directly from Timber Pest Attack.

8. TIMBER PEST REPORT — PURPOSE, SCOPE AND ACCEPTANCE CRITERIA

Purpose: To assist the Client to identify and understand any timber pest issues observed at the time of inspection.

Scope: The report deals only with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection is limited to Readily

Accessible Areas and is based on a visual examination of surface work, excluding furniture and stored items, together with the carrying out of tests.

Acceptance Criteria: The building is compared with a similar building constructed in accordance with generally accepted timber pest management practices and maintained so as not to attract or support timber pest infestation.

Instrument Testing

Where appropriate, tests are carried out using the following:

- Electronic moisture detecting meter — to assess moisture content of building elements
- Stethoscope — to hear sounds made by termites within building elements
- Probing — penetrating timber with a sharp instrument such as a bradawl (does not include decorative timbers, finishes, or drilling)
- Sounding — tapping timber with a solid object

Limitations

1. The report does not include matters outside the scope of the requested inspection.
2. The inspection covers only Readily Accessible Areas. Inaccessible or obstructed areas are excluded.
3. Detection of drywood termites may be extremely difficult due to the small size of their colonies. No warranty of absence is given.
4. European House Borer (*Hylotrupes bajulus*) is difficult to detect in early infestation stages as boring larvae rarely break through the timber surface. No warranty of absence is given. Regular inspections are recommended for susceptible timbers.
5. The report is not a structural damage report and does not constitute a warranty as to the absence of Timber Pest Attack.
6. The report does not cover environmental risk assessment or biological risks not associated with timber pests (e.g. toxic mould) or occupational health and safety issues.
7. The report is produced for the exclusive use of the Client. Zoom BPI is not liable for any reliance placed on the report by any third party.

Exclusions

The report does not deal with any timber pest preventative or treatment measures, nor provide costs for the control, rectification, or prevention of attack by timber pests. Such advice may be the subject of a separate timber pest management proposal.

9. GENERAL CONDITIONS

Right to Decline

Zoom BPI reserves the right to decline any request for inspection at its absolute discretion. In the event of a declined booking, any fees or deposits already paid will be refunded in full.

Force Majeure

Zoom BPI is not liable for failure to perform any obligation under this agreement where such failure results from inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any other cause outside Zoom BPI's reasonable control.

Report Delivery

Zoom BPI aims to deliver a completed digital report within 24 hours of the inspection. Reports include photographs and inspection notes. Delivery is conditional on receipt of full payment.

Limitation of Liability

The report records the consultant's observations and conclusions about the readily observable state of the property at the time of inspection. The report cannot deal with possible concealment of defects (including those concealed by obstructions, applied finishes such as render or paint, or lack of accessibility) or with undetectable or latent defects that may not be apparent at the time of inspection due to seasonal changes, weather conditions, or prior non-use of services.

These limitations are consistent with AS 4349.0-2007 and reflect the inherent boundaries of a visual inspection conducted at a single point in time.

Client Acknowledgement

By engaging Zoom BPI and accepting this agreement, the Client acknowledges that they have read and understood the terms, scope, limitations, and exclusions set out in this document. The Client acknowledges that the inspection report is not a warranty, guarantee, or insurance policy, and that any recommendations or advice given in the report should be acted upon as a matter of urgency unless stated otherwise.

10. QUEENSLAND-SPECIFIC CONDITIONS

All inspections carried out by Zoom BPI are subject to Queensland legislation and the requirements of the Queensland Building and Construction Commission (QBCC). Our QBCC Licence number is 15279880, which can be verified via the QBCC public register at my.qbcc.qld.gov.au.

Buyers purchasing at auction in Queensland should note that under Queensland law, there is no cooling-off period for auction purchases. A pre-auction inspection is strongly recommended before bidding.

CLIENT ACKNOWLEDGEMENT AND AGREEMENT

By signing below, the Client confirms they have read, understood, and agreed to the Terms and Conditions set out in this Pre-Engagement Inspection Agreement.

Client Name (print):	_____	Date:	_____
Signature:	_____	Inspection Address:	_____
Phone:	_____	Email:	_____

To book an inspection or for any queries regarding this agreement, contact Zoom BPI:
Phone: 0481 826 856 **Email:** info@zoombpi.com.au **Web:** zoombpi.com.au