

ALB HOMES PTY LTD

ALB INSPECTIONS

TERMS & CONDITIONS OF ENGAGEMENT

Effective Date: 03-02-2025

These Terms & Conditions apply to all services provided by **ALB Homes Pty Ltd**, including its trading division **ALB Inspections** ("ALB", "we", "our", "us").

By accepting a quotation, engaging our services, making payment or allowing an inspection to proceed, the Client acknowledges that they have read, understood and agreed to these Terms & Conditions.

1. Definitions

Client means the person or entity engaging ALB Homes Pty Ltd.

Inspector means an employee, contractor or representative of ALB Homes Pty Ltd.

Inspection means the visual assessment of a property.

Report means the written inspection report including photographs and information.

Property means the land and improvements inspected.

2. Scope of Inspection

The inspection is limited to a visual assessment of the property.

The inspection is conducted without dismantling, removing finishes or carrying out destructive testing.

Only areas that are safely and reasonably accessible will be inspected.

The inspection does not constitute an engineering assessment, compliance certification or structural certification unless specifically stated.

3. Professional Opinion

The inspection report contains the professional opinions of the Inspector based upon:

- observations made during the inspection;
- information reasonably available at the time;
- industry knowledge and experience.

The Report represents an opinion only.

It is **not**:

- a guarantee;

- a warranty;
- a certification;
- an assurance;
- legal advice;
- engineering certification;
- confirmation that defects do or do not exist.

Different inspectors may reasonably reach different conclusions.

4. Visual Inspection Only

The inspection is non-invasive.

The following are not removed:

- floor coverings
- wall linings
- plaster
- insulation
- cladding
- roof sheeting
- furniture
- stored items
- landscaping
- concrete
- tiles
- cabinetry
- ceilings

Accordingly, concealed defects may exist that are not visible.

5. Hidden & Latent Defects

The Client acknowledges that hidden, latent or concealed defects may exist.

ALB accepts no responsibility for defects that could not reasonably be observed.

Examples include:

- concealed timber decay
 - concealed leaks
 - hidden mould
 - concealed termite damage
 - structural deterioration
 - hidden framing defects
 - hidden waterproofing failures
 - concealed plumbing failures
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6. Moisture Inspections

Moisture meters, thermal imaging cameras and leak detection equipment assist in identifying moisture anomalies.

These devices:

- cannot detect every leak;
- cannot guarantee hidden moisture does not exist;
- cannot determine the exact source in every circumstance.

Moisture findings represent professional opinions only.

Further invasive investigation may be required.

7. Thermal Imaging

Thermal imaging identifies temperature differences.

Thermal cameras:

- do not see through walls;
- do not detect all moisture;
- do not guarantee the presence or absence of leaks.

Thermal images require interpretation.

Interpretation is opinion-based.

8. Structural Assessments

Unless specifically engaged as a Structural Engineering Inspection:

Structural comments are visual observations only.

No engineering calculations are undertaken.

Where significant movement is observed the Client should engage a Chartered Structural Engineer.

9. Cracking

Cracks observed during inspection represent the condition on the inspection date.

ALB cannot determine whether:

- movement has stopped;
- movement will continue;
- further cracking will occur.

Monitoring may be recommended.

10. Waterproofing

Waterproofing systems are generally concealed.

ALB cannot verify compliance or performance without destructive testing.

Comments regarding waterproofing are observations only.

11. Roof Inspections

Roof inspections are limited by:

- height
- weather
- safety
- roof pitch
- accessibility

Roof coverings are not dismantled.

12. Subfloor Inspections

Subfloors are inspected only where safe access exists.

Restricted access may prevent complete inspection.

13. Roof Space

Roof spaces are inspected only where safe access exists.

Insulation, ductwork and stored items may prevent complete inspection.

14. Electrical Systems

Unless specifically engaged,

ALB does not inspect:

- electrical wiring
- switchboards
- appliances
- electrical compliance

Clients should engage a licensed electrician.

15. Plumbing

Plumbing inspections are visual only.

No pressure testing is undertaken.

Hidden plumbing defects may exist.

Engage a licenced Plumber for further professional advice.

16. Gas

Gas systems are excluded.

Clients should engage a licensed gas fitter.

17. Pest Activity

Unless specifically requested,

The inspection is NOT a timber pest inspection.

18. Compliance

The inspection is not a compliance audit.

ALB does not certify compliance with:

- NCC
- Building Regulations
- Planning controls
- Energy regulations
- Fire regulations

unless specifically engaged.

19. Building Code Compliance

Buildings are assessed according to their apparent age and condition.

Modern standards may not apply to older buildings.

20. Maintenance

The report may identify maintenance items.

Failure to maintain a building may result in deterioration after inspection.

ALB accepts no responsibility for future deterioration.

21. Weather Conditions

Inspection findings reflect conditions on the inspection date only.

Future weather events may expose previously hidden defects.

22. Third Party Reports

ALB is not responsible for information supplied by:

- owners
- agents
- builders
- trades
- councils
- consultants

23. Client Responsibility

The Client is responsible for:

- reading the report in full;
 - obtaining specialist advice where recommended;
 - asking questions if clarification is required.
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24. Recommendations

Recommendations should be followed.

Failure to undertake recommended investigations is entirely at the Client's risk.

25. Time of Inspection

The report represents the property's condition only at the inspection date.

No opinion is given regarding future performance.

26. No Guarantee

ALB gives no guarantee regarding:

- hidden defects;
 - future movement;
 - future leaks;
 - future mould;
 - structural performance;
 - property value.
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27. Limitation of Liability

To the maximum extent permitted by law, ALB Homes Pty Ltd and ALB Inspections' total liability arising out of or in connection with the inspection or report is limited to the greater of:

- the amount paid by the Client for the inspection; or
- any minimum amount that cannot lawfully be excluded under applicable legislation.

To the extent permitted by law, ALB is not liable for:

- indirect loss;

- consequential loss;
- loss of profits;
- business interruption;
- loss of opportunity;
- diminution in property value;
- hidden or latent defects;
- defects not reasonably observable;
- deterioration occurring after the inspection;
- costs associated with repairs, rectification or replacement unless required by law.

Nothing in these Terms excludes or limits any rights that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

28. Indemnity

The Client agrees to indemnify ALB against claims arising from:

- misuse of the report;
 - reliance by unauthorised third parties;
 - alteration of the report.
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29. Third Party Reliance

Only the named Client may rely upon this report.

No liability is accepted to any other party.

30. Copyright

All reports remain the intellectual property of ALB Homes Pty Ltd.

Reports may not be copied or altered without written permission.

31. Privacy

Personal information is collected solely for providing inspection services.

Information may be disclosed where required by law.

32. Payment

Payment is due upon invoice unless otherwise agreed.

Reports may be withheld until payment has been received.

33. Disputes

The parties agree to attempt to resolve disputes through good-faith negotiation before commencing court proceedings.

34. Governing Law

These Terms & Conditions are governed by the laws of the State of Victoria, Australia.

35. Severability

If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

36. Entire Agreement

These Terms constitute the entire agreement between ALB Homes Pty Ltd and the Client regarding the services provided.

IMPORTANT DISCLAIMER

This report is a professional opinion only.

It is based on a visual inspection of reasonably accessible areas of the property at the time of inspection.

It is **not** a guarantee, warranty, certification or assurance that defects are or are not present. Hidden, latent or future defects may exist that were not reasonably detectable during the inspection.

The Client should obtain further specialist advice where recommended before relying on this report for legal, financial, construction or purchasing decisions.