

Client Name : The Strata Company for Strata Plan 75504
5-7 Cattalini Lane North Fremantle
C/- Prestige Strata

Address : PO Box 510, VICTORIA PARK 6100

Our Reference : 72182

Strata Title Ten Year Maintenance Report and Building Inspection

Property : 5-7 Cattalini Lane, NORTH FREMANTLE WA 6159

Inspection Date : Tuesday 1st June 2021

Occupied : Yes

Weather Conditions : Fine

Inspector : **Brian Gray, Builder's Registration Number 11504**

Report Purpose : Conduct a building inspection of common property (as agreed) and prepare a 10 Year Maintenance Plan as per WA Legislation. Scope of inspections to include:

1. Undertake a visual inspection of the common areas of the strata property in an effort to visually identify defects or substantive (non-routine) maintenance items that will require maintenance, repair, renewal or replacement of the proposed 10 year period.
2. External Common Areas (where applicable)
 - a. Roof covers and roof plumbing (gutters, downpipes, flashings) where access is available
 - b. Passage ways, walkways, pathways and external stairways including balustrades and handrails
 - c. External common property facilities
 - d. Driveways, carports, carparks, ramps and crossovers
 - e. Post boxes
 - f. Fences, gates and retaining walls
 - g. Foundations of buildings
 - h. Ancillary structures
3. Internal Common Areas (where applicable)
 - a. Ceilings, walls, floors in passages, foyers and common area facility rooms including storage or plant rooms
 - b. Internal doors, windows handrails and balustrades
 - c. Internal stairwells (including fire escapes) and internal passage ways
 - d. Basement carparks and alternative carpark structures

4. All common areas including foyers, stairwells and passage ways (if any)
 - a. External walls (viewable without mechanical aids), fences and paving
 - b. Roof cover – where OH&S safe roof access available or alternative access options agreed
 - c. Roof plumbing (gulley's, gutters and down pipes) with particular attention to water ingress to upper floors where OH&S safe roof access available or alternative access options agreed
 - d. Basement carpark, ramps and driveways
 - e. Common property facilities rooms (where access is provided)
 - f. Gyms, theatres, meeting rooms, and similar where they exist and access is provided
5. Common Property which can only be viewed from within individual Lots. Where agreed and included within the scope of the inspection and safe access is available. Houspect will inspect:
 - a. Roof spaces
 - a. Underside of roof cover
 - b. Roof frames fire walls
 - c. Spot check ceilings
 - b. Perimeter doors, windows and external doors, ceilings and floors
6. All key defects and maintenance issues are to be photographed
7. Development of a maintenance schedule showing work to be undertaken for:
 - Now
 - Within the next 1 year
 - Within the next 2 to 3 years
 - Within the next 5 years
 - Within the next 5 to 10 years
- a. The estimates will be provided in today dollar terms and then indexed in accordance with the provided assumptions.
7. Exclusions
 - a. Houspect will not make any comment or observation in relation to aluminium composite panels – neither their existence nor condition.
 - b. Houspect will not make any comment or observation in relation to asbestos– neither the existence or condition
 - c. Houspect cannot comment on the following items which requires specialist skills, knowledge, Licences or Registration in WA
 - a. All electrical, gas and plumbing items which under WA Legislation would require a Licenced Electrician, Plumber or Gas Fitter to test and inspect including but not limited to:
 - b. Utility conduits and services

- i. Electrical systems, security systems and components
- ii. Solar and other sustainability infrastructure
- iii. Lifts;
- iv. Ventilation;
- v. Air conditioning systems;
- vi. Garbage disposal;
- c. General maintenance items (cleaning, general gardening etc.)
- d. Roof space (includes the area between ceilings and the roof cover) above the upper floor units where outside of scope and or access is not provided.
- e. Internal areas of individual strata lots unless within scope
- f. Exclusive use Balconies unless within scope
- g. Exclusive use courtyards where access is not provided on the day of the inspection.
- h. All plant and machinery inclusive of all Items covered by existing maintenance contracts. This exclusion includes but is not limited to:
 - i. Lifts and lift shafts
 - ii. Fire and security services equipment
 - iii. Motor vehicle access gates

General Description : This report is the result of a visual inspection only and is intended to be read as a whole, please read the detailed inspection information and the scope section.

A handwritten signature in black ink, appearing to read "David Clark".

David Clark

Signed on behalf of Houspect WA

SCOPE

1 PURPOSE OF INSPECTION

The purpose of the inspection is to provide specific advice in relation to the specific items detailed in the purpose of the report.

1.1 The report should not be seen as an all-encompassing report dealing with a building from every aspect. Rather it should be seen as a reasonable attempt to identify any defects visible at the time of the inspection.

1.2 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 DOES NOT include breaking apart, dismantling, removing or moving objects including but not limited to foliage, moulding, 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 assorted goods in cupboards, other areas that are concealed or obstructed. The inspector CANNOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without written permission of the property owner.

2 SCOPE OF INSPECTION

The inspection shall comprise visual assessment of accessible areas of the property to identify defects to the building.

NOTE: The report should not contain any assessment or an opinion regarding the following:

- a) An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness.
- b) Any area or item that was not, or could not be, observed by the inspector.
- c) General maintenance other than that which is deemed to be directly related to the ongoing structural performance of the property.
- d) Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur (eg fungal rot) significant spalling of masonry or concrete structural elements, significant fretting or mortar, rusting of primary structural elements. Stormwater drainage and surface water defects commonly cause or exacerbate foundation instability and these issues should be assessed and reported where relevant.

3 DEFECTS

During an inspection the inspector may identify that a building element is defective but that the defect does not fall neatly into one of the categories of defect. In such a case the inspector will use a combination of defect properties or otherwise assess and describe the defect in his/her own words, based on his/her experience.

In many cases, the actual structural elements of a building will be obscured by finishes and other non-structural building elements, and the inspector may be unable to assess directly the state of the structural member. In such cases, the inspector has to infer the performance of the structure by observing the effect of the structure on the non-structural building elements. For example, the inspector normally will be unable to inspect the footings of a house as they are buried beneath the ground; however, cracking in non-structural masonry walls above the ground may indicate that a defect exists within the footing system.

4 LIMITATIONS OF STANDARD

A report prepared in accordance with Australian Standard 4349-2007 Inspection of Buildings is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the building in the future.

This Standard does not include the identification of unauthorized building.

5 AREAS TO BE INSPECTED

5.1 General

The inspector shall inspect accessible parts of the build and appurtenances, together with relevant feature of the property within 30m of the main building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700mm high, paths and driveways, steps, fencing.

Inspection of Strata and Company Title residential property shall be limited to the nominated residence and does not include common property.

5.2 The following area shall be inspected where applicable or accessible:

- a) The interior of the building
- b) The roof space
- c) The exterior of the building
- d) The sub-floor space
- e) The roof exterior
- f) The property within 30m of the building subject to inspection

5.3 Safe and reasonable access

The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of 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.

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 intended for normal use by occupants.

5.4 A 3.6m ladder is considered generally reasonable for safe use by one operator during an inspection. Regardless of the ladder length, weight and size, safe use of ladder or safe access may mean that inspection of a roof, elevated platform or roof space is not possible in part, or at all, during an inspection and, in such circumstances, and inspector may recommend the use of special access equipment and that a further inspection be undertaken when a safe method of access is present.

5.5 Areas for Inspection

The inspection shall cover all accessible areas as defined by the Australian Standard 4349.

The client shall arrange right of entry, facilitate physical entry to the property and supply necessary information to enable the inspector to undertake the inspection and prepare a report. The inspector is not responsible for arranging entry to property or parts of property.

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Areas where reasonable entry is denied to the inspector, or where reasonable access is not available, are excluded from, and do not form part of, the inspection.

5.6 Inspection process

The inspection shall comprise visual appraisal and limited assessment of serviceability.

5.7 Where large structural retaining walls are in service to a property a special purpose building report will be required by a structural engineer. No comments are provided in this report as to whether an engineer is required or not.

6 EXCLUSION OF ITEMS FROM INSPECTION

The inspector need not inspect or report on the following:

- a) Footings below ground.
- b) Concealed damp-proof course.
- c) Electrical installations, operation of smoke alarms, light switches and fittings, TV, sound and communications and security systems.
- d) RCDs are not tested as operational.
- e) Concealed plumbing.
- f) Adequacy of roof drainage as installed.
- g) Gas fittings and fixtures.
- h) Air-conditioning.
- i) Automatic garage door mechanisms.
- j) Swimming pools and associated filtration and similar equipment.
NOTE: If a swimming pool is present it should be the subject of a Special Purpose Property Report. A detailed inspection on the status or serviceability of any swimming pool or associated pool equipment has not been carried out and is not within the scope of this report. Additionally, to adequately inspect a swimming pool, the water must be completely drained and all internal surfaces must be fully accessible.
- k) The operation of fireplaces and solid fuel heaters, including chimneys and flues.
- l) Alarm systems
- m) Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems.
- n) Health hazards (e.g. allergies, lead content, presence of asbestos, soil toxicity)
- o) Concealed tie-downs and bracing.
- p) Timber pest activity.
- q) Soil conditions.
- r) Concealed framing-timber or any areas concealed by wall linings/sidings.

Estimating the cost of remedying defects is not included in a standard Property report, although it may form part of a special-purpose Property report.

Houspect has tried to categorise our gradings of material condition as:

New - Self-explanatory.

Satisfactory - generally good condition.

Fair - starting to look like it needs maintenance.

Average - Working but needs maintenance within 6 months.

Poor - Needs replacement.

Wherever we describe a building material in this report, the client acknowledges that the material described represents a substantial component of the building material observed.

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1 General Description

The building is an apartment building with 104 Units.

The building is approximately 1 year old.

It is assumed for the purposes of this report that the front of the building on Cattalini Lane faces approximately south.



2 Primary Structures

2.1 Roof Covering (Regs)

Inspected and in fair condition and do require attention.

1. Item No	Location - Multiple locations upper east block
There were multiple areas of ponding water requiring rectification to prevent the premature breaking down of the waterproofing on the concrete that will lead to water ingress into the structure.	
	

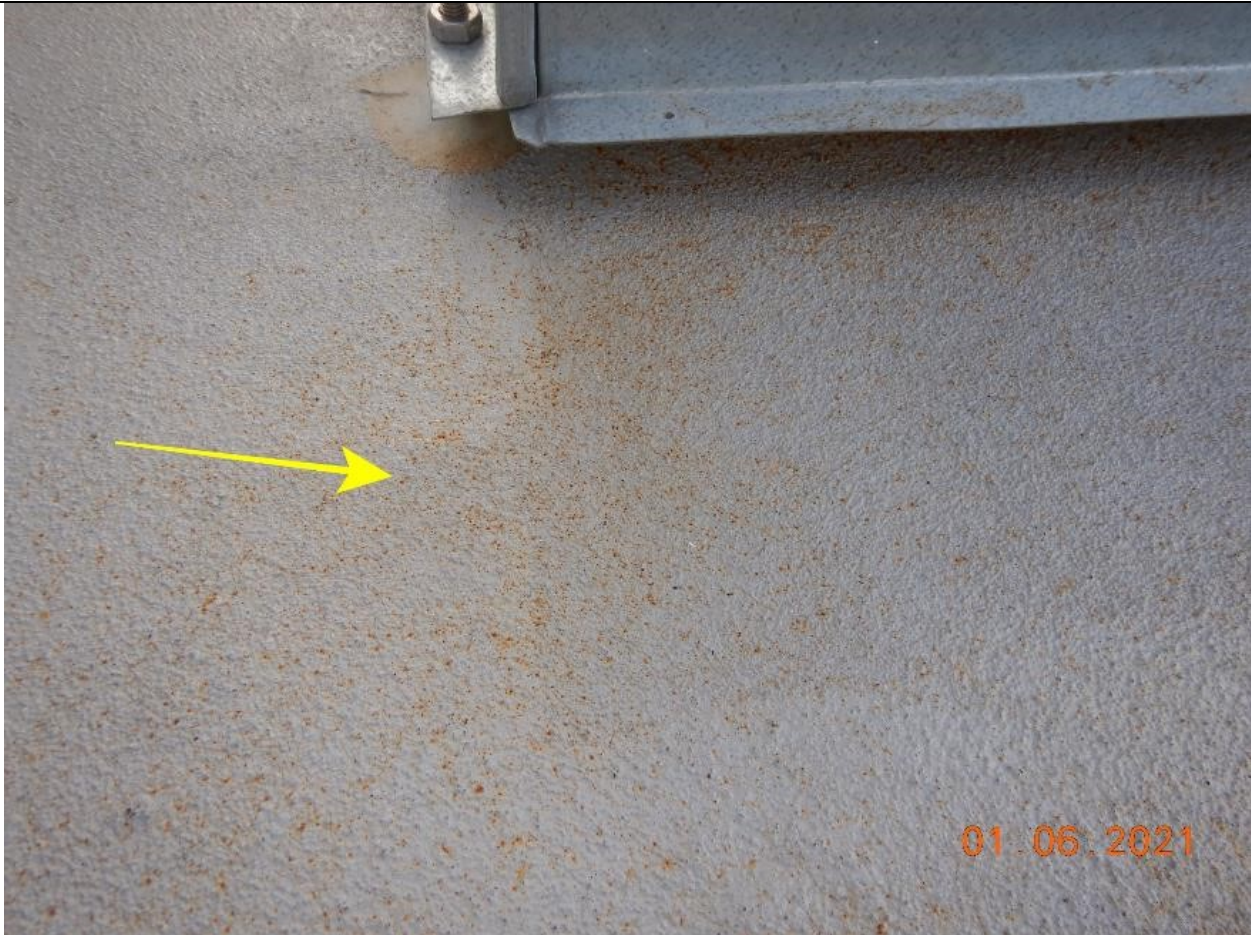
2. Item No**Location** - Multiple locations upper west block

There were multiple areas of ponding water requiring rectification to prevent the premature breaking down of the waterproofing on the concrete that will lead to water ingress into the structure.



3. Item No**Location - Upper-level east block**

There were multiple areas where there were rust particles in the waterproofing requiring rectification to prevent premature breaking down of the waterproofing product on the concrete roof.



4. Item No**Location - Upper-level west block**

There were multiple areas where there were rust particles in the waterproofing requiring rectification to prevent premature breaking down of the waterproofing product on the concrete roof.



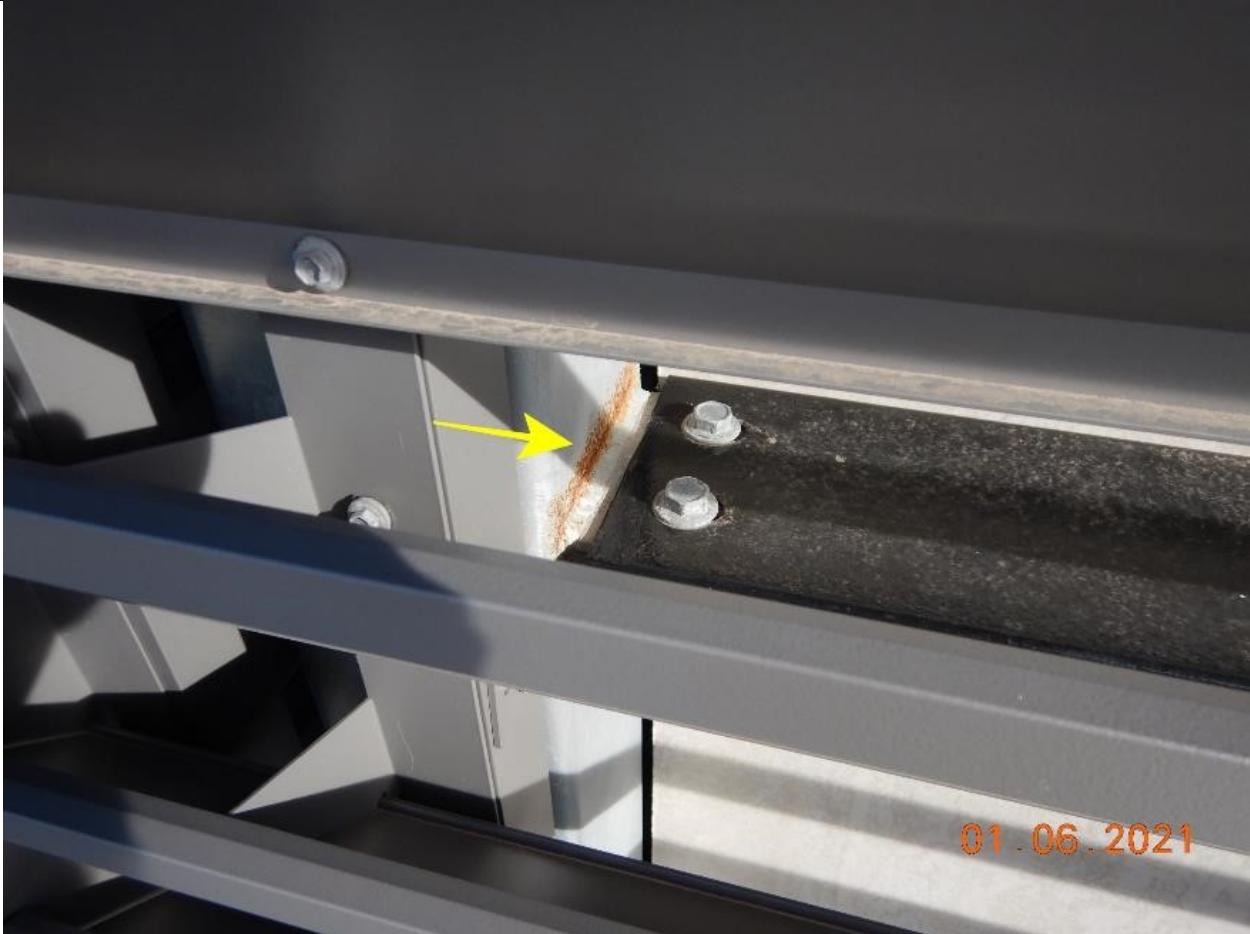
5. Item No**Location** – Upper-level north side of east block

There were areas of peeling topcoat to the waterproofing requiring replacement to prevent moisture ingress into the concrete.



6. Item No**Location - Upper levels east and west blocks**


There were areas of rust to the Louvre screen framework requiring treatment with a rust retardant.



7. Item No**Location** - Upper-level west building roof entry roof

There is a section of unsealed and non-waterproofed parapet capping requiring waterproofing to prevent moisture ingress into the structure.



8. Item No	Location - Upper-level west building above lift
There is no visible waterproofing on the concrete slab roof requiring waterproofing to prevent moisture ingress into the structure.	
	


2.2 Flashings (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3 External to primary structures

3.1 Walls (Regs)

Inspected and in fair condition and do require attention.

9. Item No	Location - Multiple locations east and west blocks
There are multiple areas where the holes from the handrails have not been patched and sealed as required to prevent moisture ingress into the structure.	
	

3.2 Lintels

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.3 External doors

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

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3.4 Windows (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.5 Windowsills (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.6 External Ceilings – Eaves (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.7 Common area passageways

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.8 Common Balconies (Regs)

As viewed from ground level

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.9 External stairs and Railings

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

3.10 Footings / Foundations

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

4 Additional external items and structures

4.1 Fences

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

4.2 Retaining walls


Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

4.3 Post Boxes

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

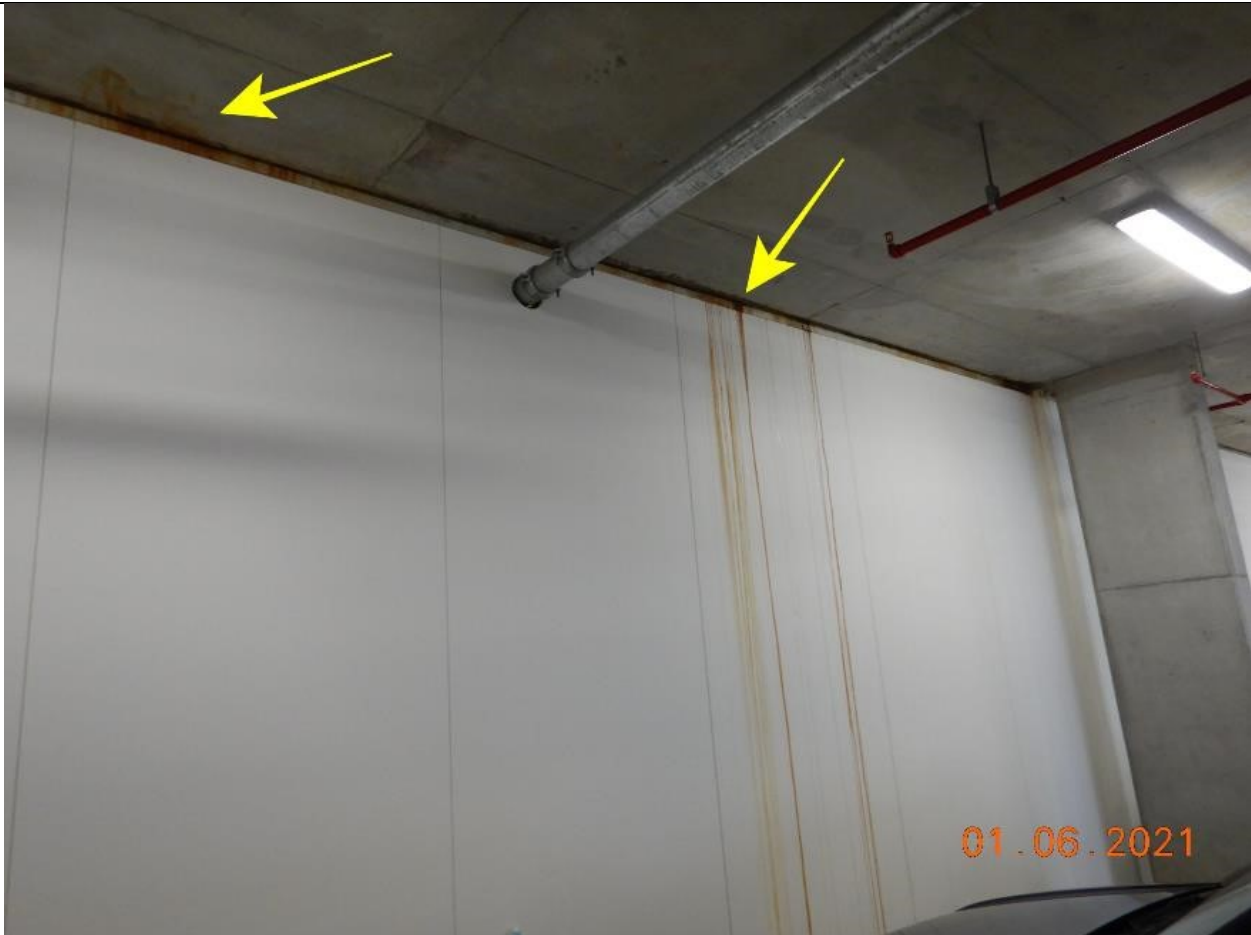
4.4 Carparks

Inspected and in fair condition and do require attention.

10. Item No	Location - Between car bays W301 and W407
There was visible damp noted to the underside of the concrete slab requiring rectification by a professional waterproofing company.	
	

11. Item No**Location - Northern wall and roof slab junction**

There was extensive visible running water and damp noted to the walls and concrete slab requiring rectification by a professional waterproofing company.



12. Item No**Location** - Above storage cage east side of car bay E201

There was visible damp noted to the underside of the concrete slab requiring rectification by a professional waterproofing company.



13. Item No**Location** - Middle section around entry ramp

There was extensive visible running water and damp noted to the concrete slab requiring rectification by a professional waterproofing company.



14. Item No**Location** – South-west corner car bay W203

There was damp noted to the wall with a high reading on a moisture meter requiring rectification by a professional waterproofing company.





4.5 Driveways (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

4.6 Cross Overs

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

4.7 Footpaths (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

5 Internal to primary structures (Regs)

5.1 Roof spaces

There was no access to any roof space areas.

6 Other internal

6.1 Internal ceilings

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.2 Internal walls

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.3 Internal Floors

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.4 Internal doors

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.5 Internal windows

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.6 Internal passages

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.7 Internal stairs (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.8 Fire escapes (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.9 Common Facility rooms

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

6.10 Storage / Plant rooms (Regs)

Based on a visual inspection it is unlikely that there would be extra ordinary maintenance required in the next 10 years.

7 Common property as seen from individual lots

Not applicable to this report.

8 Lot internals

Not applicable to this report.

9 Common property painting

9.1 External painting

15. Item No	Location - Common area painting
<p>It would be recommended that all the painted surfaces to the common areas of the complex are repainted.</p> <p>It is recommended that 3 competitive quotes are obtained from registered painting contractors with recent positive references for similar work carried.</p> <p>All the contractors supplying prices should confirm that all the work carried out will be in accordance with Australian Standards 2311 and good trade practice.</p>	

9.2 Internal painting

16. Item No	Location - Internal area painting
<p>It would be recommended that all the painted surfaces to the internal areas are repainted.</p> <p>It is recommended that 3 competitive quotes are obtained from registered painting contractors with recent positive references for similar work carried.</p> <p>All the contractors supplying prices should confirm that all the work carried out will be in accordance with Australian Standards 2311 and good trade practice.</p>	

10 Access

There was no access through any of the units to view common property.

11 Moisture meter

Tramex Moisture Encounter,

The Tramex Moisture Encounter is a Dual-Depth, non-destructive moisture meter for instant moisture measurement and evaluation. Deep Depth penetration up to 30 mm and Shallow Depth penetration up to 10 mm. A low frequency electronic signal is transmitted into the material via the electrodes in the base of the instrument. The strength of this signal varies in proportion to the amount of moisture in the material under test. The Moisture Encounter determines the strength of the current and converts this to a moisture content value.



12 Contingency

A contingency cost has been included in the estimated cost schedule for unforeseen maintenance and repairs as considered appropriate.

13 Planned preventative maintenance

Planned preventative maintenance could include:

Six monthly

- Test smoke detectors and alarm systems.
- Check and clean filters for air-conditioning units.
- Cleaning windows and window frames.
- Checking and clearing of gutters and downpipes.
- Check reticulation system and ensure not spraying against building or garden walls.

Annually

- Annual pest control treatment.
- Annual checking of air conditioning via a maintenance contract with professional tradespeople.
- Annual inspection of ceilings, floors, paving, plumbing, internal painting, door hinges, locks.
- Seal cracks to render or brickwork to stop water from entering the structure.
- Check for leaks in water proofing.
- Check for rust to steel lintels and other structures and treat if rust showing.
- Check for damp to walls where surrounding ground higher than floor level.
- Residents to check for loose balustrades or handrails to balconies and stairs and report to the strata manager.

Every five years:

- Internal painting.

Every ten years

- External painting.
- Replacement of floor coverings.

Every twenty five years

- Roof covering refurbishment or replacement.
- Replacement of guttering and downpipes.

14 Expected Life Spans – Generic

Item	lifespan
Balustrades - Aluminium/Stainless Steel	30
Balustrades - Timber	15
Carpets	10
Doors and Windows	30
Driveway	30
Electrical Services	30
Fences	20
Fire Services	30
Garage Doors	20
Gutters and Downpipes	20
Light Fittings	10
Painting - External	10
Painting - Internal	10
Pergolas and Decking	12
Plumbing Services	30
Roof - Membrane	30
Roof - Steel	40
Roof - Tile	40
Steel Structures - External	30
Swimming Pool Pump, Drainage Pump	5
Swimming Pool Structure	25

15 Strata Company Obligations to Repair, Maintain, Renew and Replace

Under the WA Strata Titles Act 1985 strata lot owners, whom collectively make up the strata company and whom may be represented by a Council of Owners have clear obligations. It is important that strata lot members acknowledge their obligations, in particular, Section 35 which in part defines the duties of the strata company and notes the strata company shall -

- (a) enforce the by-laws; and
- (b) control and manage the common property for the benefit of all the proprietors; and
- (c) **keep in good and serviceable repair, properly maintain and, where necessary, renew and replace —**
 - (i) **the common property**, including the fittings, fixtures and lifts used in connection with the common property;

One of the objectives of our report is to bring to the attention of the strata company members strata property items which falls within the category of keeping in good and serviceable repair, properly maintained and, where necessary, renew and replace.

16 Engaging Contractors to undertake Maintenance

We would recommend that any contractors engaged to undertake the work on behalf of the strata company are engaged under the clear expectation (i.e. ensure that the following is included in all quotes and scopes of work) that all work must be undertaken in a manner which:

- Complies with the Building Code of Australia
- Complies with applicable Australian Standards where they exist
- Complies with accepted standards of professional workmanship
- Complies with all Occupational Health and Safety obligations

All quotes and acceptances of quotes should be in writing and state whether they include GST. Further, all contractors should supply copies of the relevant insurance policies.

Houspect is available to inspect major pieces of maintenance or repair work both during and or at the conclusion of the works to ensure that the above requirements have been complied with. To avoid any perception or conflict of interest or bias Houspect does not undertake any construction or maintenance work nor does it provide recommendations for suppliers.

Strata Companies should also ensure that they discharge any liabilities that may arise under the WA Construction Training Fund (CTF) Levy obligations. The CTF Levy applies to all residential and commercial projects undertaken in Western Australia where the total value of the construction work is estimated to be more than \$20,000.

The definition of construction work includes installations, maintenance, renovations and repairs. The training levy applies to all works, irrespective of the requirement of a building permit and is calculated at 0.2% of the total value of construction. It is required to be paid prior to the commencement of the project.

17 10 Year Maintenance Plan

Refer Appendix One attached which incorporates the 10 Year Financial Maintenance Plan based on this report.

18 The Inspector

Brian Gray is a registered builder in Western Australia, number 11504, with over 25 years of experience in the building and project management of over 750 homes including luxury homes, villas, apartment buildings, office buildings, commercial buildings and retirement villages.

Since joining Houspect at the beginning of 2011 he has conducted over 4,000 inspections. Brian is one of Houspect's most senior inspectors and has appeared as an expert witness for WA Building Commission Hearings as well as State Administrative Tribunal matters.

Brian is one of the founder Members of the Building Inspectors Association of WA which has been established to raise building inspection standards and raise credibility and accountability in the building inspection profession.

CONDITIONS FOR THE PROVISION OF THE REPORT

1. The Report is expressly produced for the sole use of the Client and in accordance with AS4349.1. Legal liability is limited to the Client.
2. No advice is given regarding the presence, or effect, of termites on the Property. A specialist company should be approached to provide such certification if required.
3. Any dimensions given are approximate only.
4. Any cost estimates are approximate only. Should the Client wish to define a price more accurately, trade quotations can be arranged.
5. The Client acknowledges, and agrees that any comments contained in the Report relating to matters of an electrical, or plumbing nature, are based on a visual inspection only carried out by the Inspector on the day of the inspection, and should not in any way be relied upon by the Client as a substitute for obtaining expert professional advice from a licensed electrician, or plumber.
6. Any charge-out rates quoted relates to normal work and are not applicable for work relating to arbitration, mediation, conciliation, expert witness, court appearance or any other legal application.
7. The Report comments on only those features which were reasonably visible, and reasonably accessible, at the time of the inspection without recourse to viewing platforms, the removal, or moving, of building components, or any other materials of any kind, or any other unusual methodology including measuring or testing of building components to confirm structural soundness or major defects.
8. We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and are therefore unable to report that any such part of the structure is free from defect.
9. Inspections and or surveys shall be made only by a qualified Building Consultant with No less than 5 years' experience.
10. Only those items in the Report, which have been commented upon, have been inspected. If there is no comment against an item it has not been inspected. The Inspector gives no undertaking that they will inspect all items present on the day of the inspection.
11. We will not (even if requested to do so) provide you any advice regarding asbestos at the property that we are asked to inspect, including whether or not any building materials used in the construction of a home are made from asbestos or not. However, if we identify that a building material is made from asbestos, we may without any obligation or requirement to do so, mention this to you so that you can then have this view confirmed by someone appropriately qualified to advise you about (a) whether the material is made from asbestos and (b) how to deal with it. If we provide you such advice, then you must not accept or rely upon our view as being in any way determinative and you agree that it is stated to you so that you then will engage someone appropriately qualified to advise you on the presence of asbestos and related matters, and not act on or rely upon our view in any other way.
12. All advice given by the Inspector not included in the Report is given in good faith. However no responsibility is accepted for any losses - either direct or consequential -resulting from the advice.

CONDITIONS FOR THE PROVISION OF THE REPORT

13. The Report is confirmation of a visual inspection of the Property carried out by the Inspector on the day of the inspection, and only covers those items which could reasonably be detected by such visual inspection at the time of such inspection.
14. All statutory or implied conditions and warranties are excluded to the extent permitted by law. The report is not intended to be a Certificate of Compliance for Building Codes.
15. To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to:
 - (a) supplying the Report again; or
 - (b) paying the cost of having the Report supplied again.
16. If the Report fails to conform in any material respect to the term and conditions set out herein then
 - (a) the Inspector is not liable unless the Client notifies the Inspector of the failure within 90 days after the date of delivery of the Report; and
 - (b) the liability of the inspector is in any case limited to the cost of providing the inspection and the inspector is not liable for any consequential damage
17. The provisions of clause 15 above are subject to the provision of any statutory condition or warranty which cannot legally be excluded.
18. Payment to the Inspector will be made at the time of inspection or prior to the supply of the report.
19. The Report will be sent within 48 hours of the inspection or as directed by the Client upon receipt of payment.
20. The terms and conditions contained herein:
 - (a) constitute the entire agreement and understanding between the Client and the Inspector, on everything connected to the subject matter of the Agreement; and
 - (b) supersede any prior agreement or understanding or anything connected with that subject matter.
21. These are the standard terms and conditions under which we provide our service to you. When we provide you our service, we do so on the basis that (a) these terms and conditions make up the terms of the contract between you and us (b) and, you agree to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions then you must contact us prior to us providing you our service to advise us that (a) you do not want to make a contract with us and (b) do not want us to provide our service to you.