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SINCE 1983

1 Faulkner Way
Edmondson Park NSW 2174



DILAPIDATION REPORT

Commissioned by
RICHARD CROOKES CONSTRUCTIONS PTY LTD

Report prepared by
CON THANOPOULOS
0414 269 017
TYRRELLS PROPERTY INSPECTIONS PTY LIMITED

Inspection date
22 SEPTEMBER 2021

Report no 132039

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PROPERTY

**1 FAULKNER WAY
EDMONDSON PARK NSW 2174**

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1.0 Instructions

- 1.1 We confirm your instructions to inspect the accessible council assets, along Faulkner Way and Buchan Avenue, adjacent the above-mentioned address for the purpose of recording existing condition and any notable cracking and damage to structures, material or improvements.

2.0 Existing Condition

- 2.1 The Council Assets are in serviceable condition with the usual wear and deterioration which is usually fixed during planned maintenance.

Movement description

- 2.2 A full description of the more notable cracking/movement and damage can be found in Section 5.0 'Record of Inspection'.
- 2.3 NB. We may not photograph or comment on surfaces or areas if there is no notable movement or damage present. This includes 'cracking up to 3mm in width and/or considered non-structural or insignificant or rectifiable during routine maintenance.

3.0 Methodology

- 3.1 During our site inspections we observe the subject areas and/or assets in view from safely accessible ground levels only. We do not move or alter assets in any way to observe their condition.
- 3.2 We may or may not take photographs of areas and/or assets in view which are the subject of our specific instructions, received in writing from our clients, where we deem it unsafe to do so or we consider it may compromise the privacy and intellectual property of persons and/or organisations.
- 3.3 Our photographs are provided in pdf format within our reports for ease of reference only. JPEG copies of photographs taken at view are provided to clients for detailed view and these should be referred to in all instances where assessment of asset condition is required.
- 3.4 All photographs provided are unaltered and not digitally enhanced in any way.
- 3.5 Our site surveys are done in natural lighting conditions, however we may use a camera mounted flash to help provide additional lighting in areas that are shaded or in low light conditions.
- 3.6 When assessing any damage to structures and assets we do not use crack gauges or other measuring devices unless specifically instructed to do so in writing by our clients and in such circumstances our fees will be altered to allow for additional time required to document those areas in view.
- 3.7 When and if a crack gauge or other measuring devices are requested to be used in writing by our clients, we will only measure cracks on walls and floors within residential and commercial buildings that are safely accessible without the use of ladders/plant/height access equipment.
- 3.8 We do not measure cracks in Council assets or transport infrastructure elements such as roads, kerb/guttering, rail corridors and airplane runways.
- 3.9 Any comments made relating to severity of cracks in buildings within our reports is based on reference to Tables C1 and C2 in AS2870-2011 – refer to Appendix A.
- 3.10 We may not provide specific location comments on recurring damage or issues observed to assets and infrastructure as these issues are often covered in our summary description and through photographs taken at view.

- 3.11 We do not provide sketched floor plans with marked locations of photographs taken at view.
- 3.12 We may document areas in view, often referred to as 'general view' to provide context to locations where it is practical and safe to do so without compromising privacy and intellectual property of persons and/or organization.
- 3.13 Areas where narrow access is available are often impossible or very difficult to accurately document with a digital camera due to limited clearance affecting the minimum distance required for lenses and cameras to accurately focus. Consequently, we may need to photographically document narrow areas e.g. passageways, from side angles where greater clearances exist, instead of photographing such areas from a frontal view.

Photographic record

- 3.14 See Annexure.

Access

- 3.15 Our inspection is limited to the safely accessible areas of the council assets.
- 3.16 Our inspection does not include areas where no inspection access is possible, e.g. those covered by parked vehicles, vegetation, debris etc.

4.0 Recommendations

Service of this report

- 4.1 Should be provided to all relevant parties before commencement of works.

5.0 Record of Inspection (also refer Photographic Record)

- For the purposes of description of items raised in this Report Faulkner Way runs in an east/west direction.

Note: orientation is descriptive to simplify commentary about the building or property. It may not be the actual geographical or magnetic orientation.

- Cracking up to 3mm in width which is considered insignificant may not be Reported. Most of these types of cracks are rectified during planned maintenance.

5.1 Faulkner Way

<i>Item</i>	<i>Description</i>	<i>Photo no.</i>
5.1.1	Southbound lane and adjacent council assets – view of council assets, from intersection Faulkner Way/Buchan Avenue to railway corridor	1-29
5.1.2	Crack with fretting along same, across northwest corner of concrete ramp crossing, adjacent kerb and gutter, approx. 4.5m south off intersection Faulkner Way/Buchan Avenue	30
5.1.3	Multiple longitudinal cracks to mid width of bitumen laneway, between north side of intersection Faulkner Way/Gallipoli Drive to north side of driveway entry of property 49 Faulkner Way	31-32
5.1.4	Crack across west side of concrete footpath, adjacent southeast corner of pedestrian ramp, adjacent south side of intersection Faulkner Way/Gallipoli Drive	33
5.1.5	Multiple longitudinal cracks, mid width of bitumen laneway, adjacent north side of property 46 Faulkner Way	34
5.1.6	Scrape mark, east side of bitumen driveway, approx. in line with north side of crossing to property 46 Faulkner Way	35
5.1.7	Multiple gouge marks to bitumen laneway, adjacent concrete gutter, approx. in line with north side of crossing to property 49 Faulkner Way	36
5.1.8	Multiple longitudinal cracks, approx. mid width of bitumen laneway, between mid-width of crossing to property 42 Faulkner Way and south side of crossing to property 36 Faulkner Way	37-39
5.1.9	Longitudinal crack, east side of bitumen laneway, adjacent concrete gutter, approx. in line with boundary between properties 36 and 38 Faulkner Way	40
5.1.10	Longitudinal cracks with fretting along same, approx. mid width to east side of bitumen laneway, between crossing to property 36 Faulkner Way and south boundary of same	41-42
5.1.11	Longitudinal crack, east side of bitumen laneway, opposite north side of residence of property 34 Faulkner Way	43
5.1.12	Longitudinal crack, west side of bitumen laneway, approx. in line with south side of crossing to property 32 Faulkner Way	44
5.1.13	Multiple cracks to east, mid-width and west side of bitumen laneway, adjacent road curvature at south side of proposed development site, adjacent rail corridor	45-48
5.1.14	Northbound lane and adjacent council assets – view of council assets, between rail corridor and intersection Faulkner Way/Buchan Avenue	49-77
5.1.15	Longitudinal cracks with fretting along same, mid-width of bitumen laneway, along curvature to road, adjacent railway corridor/south boundary of proposed development	78
5.1.16	Multiple longitudinal cracks, mid-width and west side of bitumen laneway, between pedestrian crossing ramp adjacent railway corridor and north side of crossing to property 32 Faulkner Way	79-82

<i>Item</i>	<i>Description</i>	<i>Photo no.</i>
5.1.17	Multiple cracks to concrete footpath with damage along same, adjacent south side of boundary between properties 32 and 34 Faulkner Way	83
5.1.18	Multiple longitudinal scrape marks, west side of bitumen laneway, in line with boundary between 32 and 34 Faulkner Way	84
5.1.19	Longitudinal crack, west side of bitumen laneway, between north side of crossing to property 34 Faulkner Way and north side of crossing to property 38 Faulkner Way	85
5.1.20	Crack with fretting along same to concrete footpath, adjacent south side of NBN service pit, adjacent south side of boundary between properties 34 and 36 Faulkner Way	86
5.1.21	Multiple cracks to concrete footpath with fretting along same, adjacent driveway entry to property 32 Faulkner Way	87
5.1.22	Longitudinal crack, east side of bitumen laneway, between north side of crossing to property 38 Faulkner Way and property 40 entry	88
5.1.23	Longitudinal crack, west side of bitumen laneway, adjacent south side of crossing to property 40 Faulkner Way	89
5.1.24	Crack across concrete footpath, adjacent south side of driveway entry to 40 Faulkner Way	90
5.1.25	Multiple cracks to concrete footpath and crossing, adjacent north side of driveway entry to property 42 Faulkner Way	91-92
5.1.26	Damage to west side of concrete footpath panel, adjacent control joint, in line with north side of residence entry to 42 Faulkner Way	93
5.1.27	Crack across concrete footpath, adjacent southeast corner of NBN service pit, approx. in line with boundary between properties 42 and 44 Faulkner Way	94
5.1.28	Longitudinal crack, west side of bitumen laneway, between property 46 residence entry and intersection Faulkner Way/Gallipoli Drive	95-96
5.1.29	Crack across concrete footpath, adjacent north side of NBN service pits, adjacent south side of property entry to 49 Faulkner Way	97
5.1.30	Gouge marks, west side of bitumen laneway, approx. 3.5m north off intersection Faulkner Way/Gallipoli Drive	98
5.1.31	Crack across concrete footpath, approx. 10m north off intersection Faulkner Way/Gallipoli Drive	99
5.1.32	Multiple cracks across concrete footpath, adjacent south side of NBN service pit, adjacent south side of property 52 Faulkner Way	100-101
5.1.33	Crack across concrete footpath, adjacent north side of crossing to property 52 Faulkner Way	102
5.1.34	Crack across concrete footpath, approx. 2.2m north off crossing to property 52 Faulkner Way	103
5.1.35	Crack across concrete footpath, adjacent pedestrian ramp at intersection Faulkner Way/Buchan Avenue	104
5.1.36	Cracks across concrete footpath with fretting along same, adjacent intersection Faulkner Way/Buchan Avenue	105

5.2 Buchan Avenue

<i>Item</i>	<i>Description</i>	<i>Photo no.</i>
5.2.1	Eastbound lane and adjacent council assets – view of council assets, between intersection Buchan Avenue/Faulkner Way and east boundary of proposed development	106-144
5.2.2	Crack and damage to kerb, adjacent control joint, approx. 9m west off light pole 910136, adjacent intersection Buchan Avenue/Bezentine Ridge Road	145
5.2.3	Damage to concrete gutter, adjacent control joint, approx. in line with west side of intersection Buchan Avenue/Bezentine Ridge Road	146

<i>Item</i>	<i>Description</i>	<i>Photo no.</i>
5.2.4	Surface level degradation and markings to bitumen side lane parking area, adjacent east side of light pole 966498 (typical)	147-148
5.2.5	Westbound lane and adjacent council assets – view of council assets, between east boundary of proposed development site to intersection Buchan Avenue/ Faulkner Way	149-187
5.2.6	Crack to kerb and concrete gutter, adjacent control joint, approx. 12.5m east off stormwater drain, nearest light pole 966501 on opposite side of road	188
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5.2.8	Crack to concrete kerb and gutter, adjacent control joint, approx. 6m west off stormwater drain, approx. in line with light pole 966500 on opposite side of road	190
5.2.9	Crack across concrete kerb and gutter, adjacent control joint, approx. 6m west off light pole 966500 on opposite side of road	191
5.2.10	Crack to concrete kerb with damage along same, adjacent east side of stormwater drain, between light pole No.'s 966500 and 966499	192
5.2.11	Crack to concrete kerb and gutter, adjacent control joint (typical), mid-distance between light pole No's 966500 and 966499 to intersection Buchan Avenue/Bezentine Ridge Road	193
5.2.12	Damage to concrete kerb, adjacent control joint, adjacent west side of pedestrian ramp crossing, east side of intersection Buchan Avenue/Bezentine Ridge Road	194
5.2.13	Multiple scrape and gouge marks, mid-width of bitumen laneway, adjacent east side of intersection Buchan Avenue/Bezentine Ridge Road	195
5.2.14	Damage to concrete kerb and gutter, approx. 7m east off intersection Buchan Avenue/Bezentine Ridge Road	196
5.2.15	Crack across concrete gutter, adjacent pedestrian ramp, adjacent east side of intersection Buchan Avenue/Bezentine Ridge Road	197
5.2.16	Crack with damage along same to concrete gutter, adjacent west side of drain, closest to intersection Buchan Avenue/Bezentine Ridge Road	198
5.2.17	Damage to concrete gutter, adjacent bitumen laneway, approx. 14.5m east off intersection Buchan Avenue/Faulkner Way	199
5.2.18	Crack across concrete kerb and gutter with fretting along same, approx. 14.5m east off intersection Buchan Avenue/Faulkner Way	200
5.2.19	Crack across concrete gutter, approx. 4m east off drain, nearest intersection Buchan Avenue/Faulkner Way	201
5.2.20	Crack across concrete gutter with damage along same, adjacent west side of drain, adjacent east side of pedestrian ramp, adjacent intersection Buchan Avenue/Faulkner Way	202
5.2.21	Scrape across north side of bitumen laneway, between concrete gutter and 'Give Way' markings, adjacent east side of intersection Buchan Avenue/Faulkner Way	203

6.0 Conditions of Report

- 6.1 This Report does not apply to inaccessible areas or work carried out after the date of this inspection.
- 6.2 This Report is limited to the areas and issues set out in our Instructions.
- 6.3 Defects and liabilities may exist in areas not inspected.
- 6.4 It may not be economic to access some areas. Seek further advice if defects are detected.
- 6.5 This Report is issued subject to our standard terms and conditions, a copy of which is annexed hereto. Please read them carefully.

TYRRELLS PROPERTY INSPECTIONS PTY LIMITED

per



Con Thanopoulos
encl.

Extract from AS2870 – 2011 Residential slabs and footings

APPENDIX C
CLASSIFICATION OF DAMAGE DUE TO FOUNDATION MOVEMENTS

(Normative)

Classification of damage with reference to wall is given in Table C1. Classification of damage with reference to concrete floors is given in Table C2.

TABLE C1
CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS

Description of typical damage and required repair	Approximate crack width limit (see Note 1)	Damage category
Hairline cracks	<0.1 mm	0 Negligible
Fine cracks that do not need repair	<1 mm	1 Very slight
Cracks noticeable but easily filled. Doors and windows stick slightly	<5 mm	2 Slight
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weather tightness often impaired	5 mm to 15 mm (or a number of cracks 3 mm or more in one group)	3 Moderate
Extensive repair work involving breaking out and replacing sections of walls, especially over doors and windows. Window frames and door frames distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15 mm to 25 mm but also depends on number of cracks	4 Severe

NOTES:

- Where the cracking occurs in easily repaired plasterboard or similar clad-framed partitions, the crack width limits may be increased by 50% for each damage category.
- Crack width is the main factor by which damage to walls is categorized. The width may be supplemented by other factors, including serviceability, in assessing category of damage.
- In assessing the degree of damage, account shall be taken of the location in the building or structure where it occurs, and also of the function of the building or structure.

Extract from AS2870 – 2011 Residential slabs and footings

APPENDIX C

TABLE C2

CLASSIFICATION OF DAMAGE WITH REFERENCE TO CONCRETE FLOORS

Description of typical damage	Approx. crack width limit in floor	Change in offset from a 3m straightedge centred over defect (see Note 1)	Damage category
Hairline cracks, insignificant movement of slab from level	<0.3 mm	<8 mm	0 Negligible
Fine but noticeable cracks. Slab reasonably level	<1.0 mm	<10 mm	1 Very slight
Distinct cracks. Slab noticeably curved or changed in level	<2.0 mm	<15 mm	2 Slight
Wide cracks. Obvious curvature or change in level	2 mm to 4 mm	15 mm to 25 mm	3 Moderate
Gaps in slab. Disturbing curvature or change in level	4 mm to 10 mm	>25 mm	4 Severe

NOTES:

- 1 The straightedge is centred over the defect, usually, and supported at its ends by equal height spacers. The change in offset is then measured relative to this straightedge, which is not necessarily horizontal.
- 2 Local deviation of slope, from the horizontal or vertical, of more than 1:100 will normally be clearly visible. Overall deviations in excess of 1:150 is undesirable.
- 3 Account should be taken of the past history of damage in order to assess whether it is stable or likely to increase.

Appendix B

Photographic Record

Refer to following pages for photographic record.



Photo 1.jpg



Photo 2.jpg



Photo 3.jpg



Photo 4.jpg



Photo 5.jpg



Photo 6.jpg



Photo 7.jpg



Photo 8.jpg



Photo 9.jpg



Photo 10.jpg

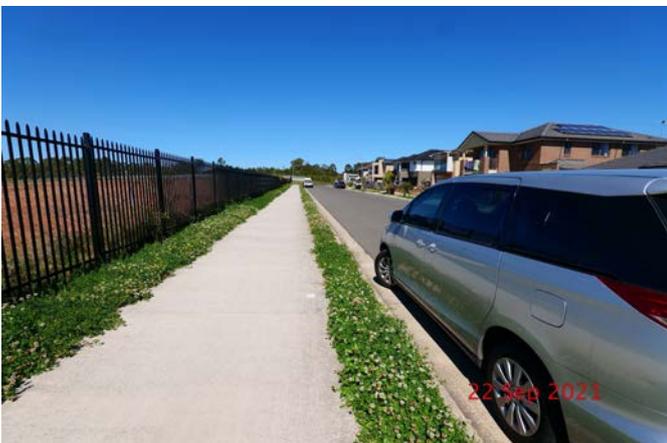


Photo 11.jpg

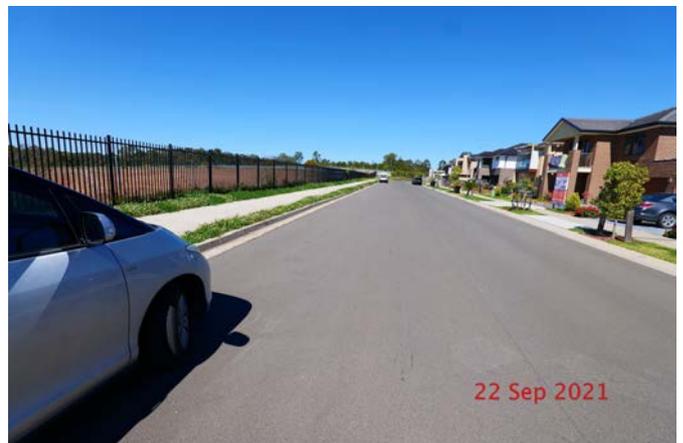


Photo 12.jpg



Photo 13.jpg



Photo 14.jpg



Photo 15.jpg



Photo 16.jpg



Photo 17.jpg



Photo 18.jpg



Photo 19.jpg



Photo 20.jpg



Photo 21.jpg



Photo 22.jpg

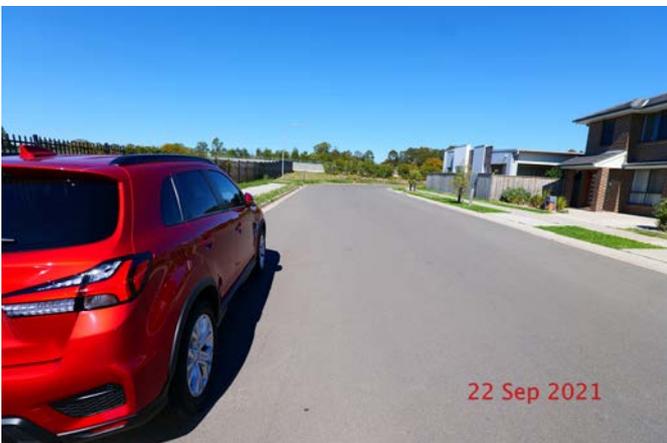


Photo 23.jpg



Photo 24.jpg



Photo 25.jpg



Photo 26.jpg



Photo 27.jpg



Photo 28.jpg



Photo 29.jpg



Photo 30.jpg



Photo 31.jpg



Photo 32.jpg



Photo 33.jpg



Photo 34.jpg



Photo 35.jpg



Photo 36.jpg



Photo 37.jpg



Photo 38.jpg



Photo 39.jpg



Photo 40.jpg



Photo 41.jpg



Photo 42.jpg



Photo 43.jpg



Photo 44.jpg



Photo 45.jpg



Photo 46.jpg



Photo 47.jpg



Photo 48.jpg



Photo 49.jpg



Photo 50.jpg



Photo 51.jpg



Photo 52.jpg



Photo 53.jpg



Photo 54.jpg



Photo 55.jpg



Photo 56.jpg



Photo 57.jpg



Photo 58.jpg

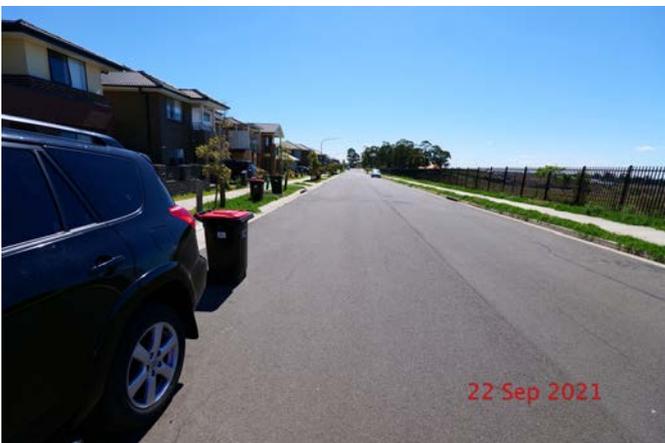


Photo 59.jpg

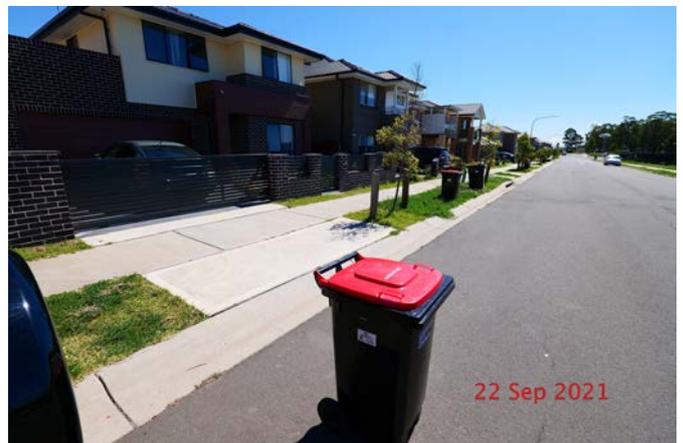


Photo 60.jpg



Photo 61.jpg



Photo 62.jpg



Photo 63.jpg



Photo 64.jpg



Photo 65.jpg



Photo 66.jpg



Photo 67.jpg



Photo 68.jpg



Photo 69.jpg



Photo 70.jpg



Photo 71.jpg



Photo 72.jpg



Photo 73.jpg



Photo 74.jpg



Photo 75.jpg



Photo 76.jpg



Photo 77.jpg



Photo 78.jpg



Photo 79.jpg



Photo 80.jpg



Photo 81.jpg



Photo 82.jpg



Photo 83.jpg



Photo 84.jpg



Photo 85.jpg



Photo 86.jpg



Photo 87.jpg



Photo 88.jpg



Photo 89.jpg



Photo 90.jpg



Photo 91.jpg



Photo 92.jpg



Photo 93.jpg



Photo 94.jpg

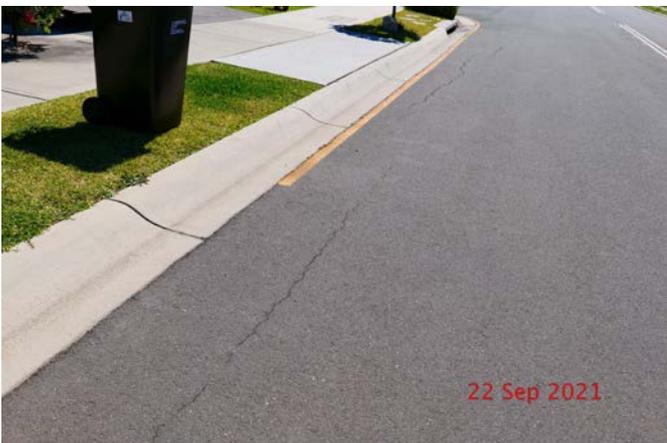


Photo 95.jpg



Photo 96.jpg



Photo 97.jpg



Photo 98.jpg



Photo 99.jpg



Photo 100.jpg



Photo 101.jpg

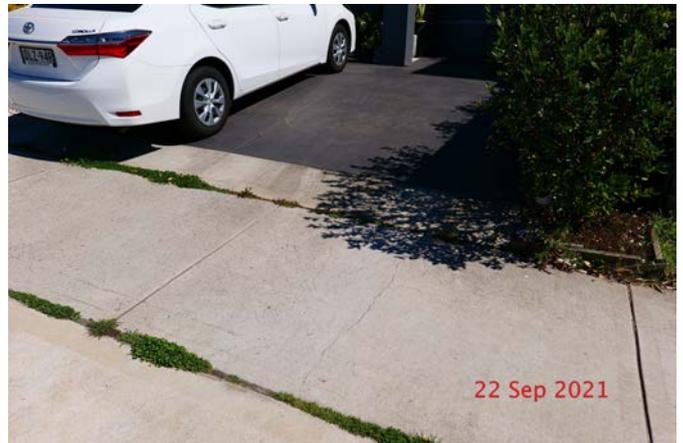


Photo 102.jpg



Photo 103.jpg



Photo 104.jpg



Photo 105.jpg



Photo 106.jpg



Photo 107.jpg



Photo 108.jpg



Photo 109.jpg



Photo 110.jpg



Photo 111.jpg



Photo 112.jpg



Photo 113.jpg



Photo 114.jpg



Photo 115.jpg



Photo 116.jpg



Photo 117.jpg



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Photo 120.jpg



Photo 121.jpg



Photo 122.jpg



Photo 123.jpg



Photo 124.jpg



Photo 125.jpg



Photo 126.jpg



Photo 127.jpg



Photo 128.jpg



Photo 129.jpg



Photo 130.jpg



Photo 131.jpg



Photo 132.jpg



Photo 133.jpg



Photo 134.jpg



Photo 135.jpg



Photo 136.jpg



Photo 137.jpg



Photo 138.jpg



Photo 139.jpg



Photo 140.jpg



Photo 141.jpg



Photo 142.jpg



Photo 143.jpg



Photo 144.jpg



Photo 145.jpg



Photo 146.jpg



Photo 147.jpg



Photo 148.jpg



Photo 149.jpg



Photo 150.jpg



Photo 151.jpg



Photo 152.jpg



Photo 153.jpg



Photo 154.jpg



Photo 155.jpg



Photo 156.jpg



Photo 157.jpg



Photo 158.jpg



Photo 159.jpg



Photo 160.jpg



Photo 161.jpg



Photo 162.jpg



Photo 163.jpg



Photo 164.jpg



Photo 165.jpg



Photo 166.jpg



Photo 167.jpg



Photo 168.jpg



Photo 169.jpg



Photo 170.jpg



Photo 171.jpg



Photo 172.jpg



Photo 173.jpg



Photo 174.jpg



Photo 175.jpg



Photo 176.jpg



Photo 177.jpg



Photo 178.jpg



Photo 179.jpg



Photo 180.jpg



Photo 181.jpg



Photo 182.jpg



Photo 183.jpg



Photo 184.jpg



Photo 185.jpg



Photo 186.jpg



Photo 187.jpg



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Photo 190.jpg



Photo 191.jpg



Photo 192.jpg



Photo 193.jpg



Photo 194.jpg



Photo 195.jpg



Photo 196.jpg

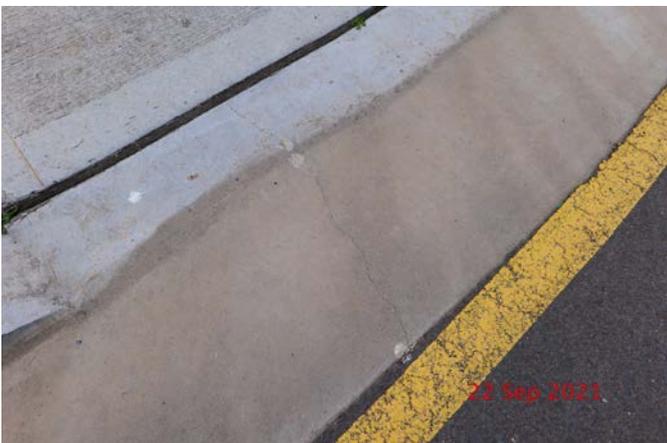


Photo 197.jpg

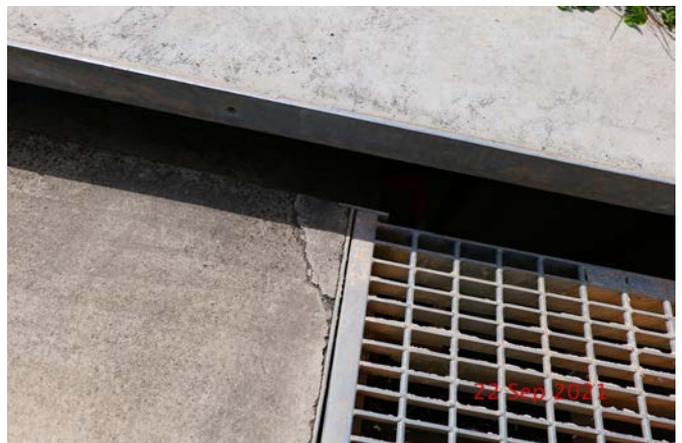


Photo 198.jpg



Photo 199.jpg



Photo 200.jpg



Photo 201.jpg



Photo 202.jpg



Photo 203.jpg

Appendix C

Curriculum Vitae

CON THANOPOULOS



Consulting Engineer
MIEAust CPEng. NER

ABOUT ME

I have over 25 years experience in Structural and Civil Engineering and have been providing Building Consultancy Services since 2018.

Adept in communicating recommendations and concerns clearly and effectively. Committed to identifying issues and achieving solutions to increase safety and functionality.

WHAT CLIENTS SAY

"Great service, professional manner, very clear report. Excellent work!"

AC, Elizabeth Bay, NSW

KEY SKILLS

- Forensic engineering
- Problem solving
- Dilapidation surveys
- Expert advice
- Project management



QUALIFICATIONS

- Chartered Member of The Institution of Engineers Australia (structural college).
- National Engineering Register Member (No. 2840214).
- Bachelor of Engineering (Civil) – University of Technology, Sydney
- Builder's Licence 257147C (to date)
- Certificate IV in Building and Construction
- Certificate III in Construction Waterproofing
- Certificate of Proficiency in radio communications



PROFESSIONAL EXPERIENCE

- Strata inspections and Structural Opinion and/or Expert Report for litigation
- Design & Construct small and medium residential projects
- Forensic Engineering investigation and report compilation
- Engineering solutions during construction
- Reinforcement and Formwork Certification
- Dilapidation Reports
- Extensive experience in liquid retaining structures (design and forensic engineering)
- Expert engineering reports
- Engineering design (Concrete/Steel/Timber)
- Design engineering software (RAPT, SLB) capable
- Structural engineering solutions during construction
- Project Management:
 - Managing Sub-contractors and labour & materials resources
 - Construction Program Compilation
 - Contractual negotiation
 - Occupational Health & Safety
 - Dispute Resolution between Principal contractor & sub-contractors
 - Extensive experience in estimating and tender preparation & submission on large scale projects
 - Extensive experience in industrial disputation and resolution



PROFESSIONAL MEMBERSHIP

- Chartered Member of the Institution of Engineers Australia (to date)
- Member of the Master Builders Association of NSW (to date)

Appendix D

Terms & Conditions

- | | |
|---|---|
| > | We wish to clarify the terms and conditions applying to the provision of our Services |
| > | If the "fine print" is too small please call our office for an enlarged copy |
| > | In the unlikely event of a misunderstanding or mistake we will strive to resolve all your reasonable queries and complaints quickly and efficiently |
- 1** Subject to the terms of the Fee Agreement You will pay Us the Fee and We will deliver our services to You on the terms set out below.
- 2** **Scope of Services**
- 2.1** **Report**
- 2.1.1 The Report shall, as far as is practicable and possible, answer the questions You have raised in Your Instructions.
- 2.1.2 It may be necessary to revise, edit and/or add to our Report when further information becomes available or if our advice causes You to amend Your instructions.
- 2.2** **Inspection**
- 2.2.1 We will visually inspect such parts of the Property we need to inspect which are reasonably accessible as defined in AS 4349.1
- 2.2.2 Unless otherwise instructed in writing, we do not, for the purposes of the Inspection, remove, move, dismantle, unscrew or break apart any components including, but not limited to floor coverings, wall, ceiling or roof linings, insulation, debris, stored goods, furniture, soil or vegetation. Nor do we test services, installations and appliances.
- 2.3** **Documents**
- 2.3.1 We will assess relevant documents and records provided by You or other parties.
- 2.4** **Report**
- 2.4.1 Our Report is provided subject to the qualifications and disclosures stated in it and in Our Fee Agreement.
- 2.5** **Advice and attendance**
- 2.5.1 We will attend Court, Tribunal, Reference, Arbitration, Mediation and other meetings as instructed by You or Your instructed representatives.
- 2.6** **Liability**
- 2.6.1 Our liability is limited by these terms. We may not report defects or issues:
- 2.6.1.1 Which are unrelated to the issues You have raised in Your instructions.
- 2.6.1.2 Not visible at time of inspection.
- 2.6.1.3 Cost estimates for remedial work may change after detailed measurement, investigation and quotation by a licensed contractor or quantity surveyor.
- 2.7** **Advice**
- 2.7.1 We are bound the Expert Witness Codes of Conduct. This means:
- 2.7.1.1 Our opinions must be objective and impartial.
- 2.7.1.2 We may not agree with other parties' advice or Your opinions.
- 2.7.1.3 Where new evidence or information becomes available We may need to revise or add to our Report.
- 3** **Cancellation and Access to Property**
- 3.1 If We are denied access to the Property or are advised we do not have to attend a Court or Tribunal hearing or You cancel the Report, or We cannot reasonably gain access to the Property without danger of injury or without trespass to Property, We are not bound to deliver the Report.
- 3.2 We shall be entitled to receive from You our reasonable expenses, including for preliminary investigations, review of documents and costs incurred travelling or other time expended by us, or such cancellation fees as We may determine from time to time.
- 4** **Payment**
- 4.1 The Report Fee shall be the Report Fee recorded in the Fee Agreement and shall be paid when booking the Inspection or, at our discretion.
- 4.2 Fees not fully paid shall incur an administration fee of 2% of the unpaid balance of those fees per month for each month such fees are outstanding. You expressly agree that such administration fees are a fair estimate of our labour and expenses incurred in the review and collection of any such unpaid balance.
- 5** **Concerns, Further Clarification and other issues**
- 5.1 Where any concern, further clarification or other issues might lead to a claim against Us, You must:
- 5.2 Notify Us in writing, attaching copies of any relevant documents in Your control, within 14 days of becoming aware of the basis of the claim.
- 5.3 Allow us to edit, revise or add to our Report as We see fit.

6 Claims and Excess

- 6.1 You must allow Us to do all things that We deem necessary to investigate any claim against us including, but not limited to re-inspecting the Property, taking of samples and access to any relevant documents.
- 6.2 You must promptly take all necessary steps in liaison with Us to mitigate the cost of any associated repairs or claims.
- 6.3 You must allow Us to appoint a licensed contractor of our choice to make any repairs where We consider the repairs are necessary, and You must pay Us the cost of any enhancement to the Property or any repairs not our responsibility under this Agreement.
- 6.4 You must, at our request, pursue any claim against a third party to recover any loss or damage suffered by You where possible.
- 6.5 If any claim by You or Us remains in dispute for more than 7 (seven) days, it shall be expeditiously resolved by a member of the Institute of Building Consultants acting as an expert and not as an arbitrator. You and We agree to brief the expert fully within 7 (seven) days of a Notice of Dispute by either of Us, and to be finally bound by the expert determination. The costs of such expert determination shall be shared equally by You and Us.
- 6.6 In the unlikely event that any claim is made against Us, We will cover the full cost of any reasonably necessary repairs, subject to the following:
 - 6.7 An initial excess of \$3,000.00 is payable by You for any such claim.
 - 6.8 We will pay costs of repairs to a maximum \$25,000. And thereafter pay 50% of the cost of repairs from \$25,000 to \$50,000.
 - 6.9 You agree that all claims arising out this agreement will be brought solely against Us, and You indemnify all of our agents, subcontractors and employees in respect of any claim You may bring against them arising out of this agreement including, but not limited to reimbursement of any legal costs incurred by them or Us in defending such claim/s.

7 General

- 7.1 You agree that the law applicable to this agreement is the law of New South Wales.
- 7.2 If the services provided by Us do not constitute services of a kind ordinarily acquired for personal, domestic or household use, or consumption pursuant to the Trade Practices Act and Civil Liabilities Act or equivalent or similar legislation, then our liability to You shall in the case of any and all loss sustained by You be limited, in our absolute discretion, to supplying our services again, or the payment of the cost of resupplying our services. We shall in no way be liable for any alleged consequential loss, damage, destruction, injury or harm of any nature whatsoever that may be caused to persons or property, arising directly or indirectly, from the use of the Report.
- 7.3 All conditions and warranties implied by Statute, whether State, Commonwealth and/or at common law are hereby excluded so far as the law permits.
- 7.4 You warrant that You will read our Report fully, and will not rely instead on any oral advice received from us.
- 7.5 These Terms may only be varied in writing and constitute the entire agreement between the parties, and supersede and take precedence over all other communications between the parties, whether oral or written.
- 7.6 In the event of a conflict between the terms of this Schedule and the terms of the Main Agreement, the Fee Agreement will prevail.
- 7.7 This Report remains our property and We retain full copyright.

8 Legal and Expert Advice

- 8.1 You should obtain Your own independent legal advice in respect of this contract. In respect of any claim arising out of or associated with the Agreement, each party pays its own legal and expert costs.
- 8.2 In the unlikely event that any dispute over our report or advice arises we will pay the cost of obtaining independent legal advice (from an agreed expert panel) on a "without prejudice" basis and have that advice provided to you in order to facilitate the resolution of the dispute.

9 No Liability to Third Parties

- 9.1 The Report is made solely for Your use and benefit, and 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. Further you agree not to copy either report in any form including email or hard copy. Any third party acting or relying on this Report, whether in whole or in part, does so at their own risk.