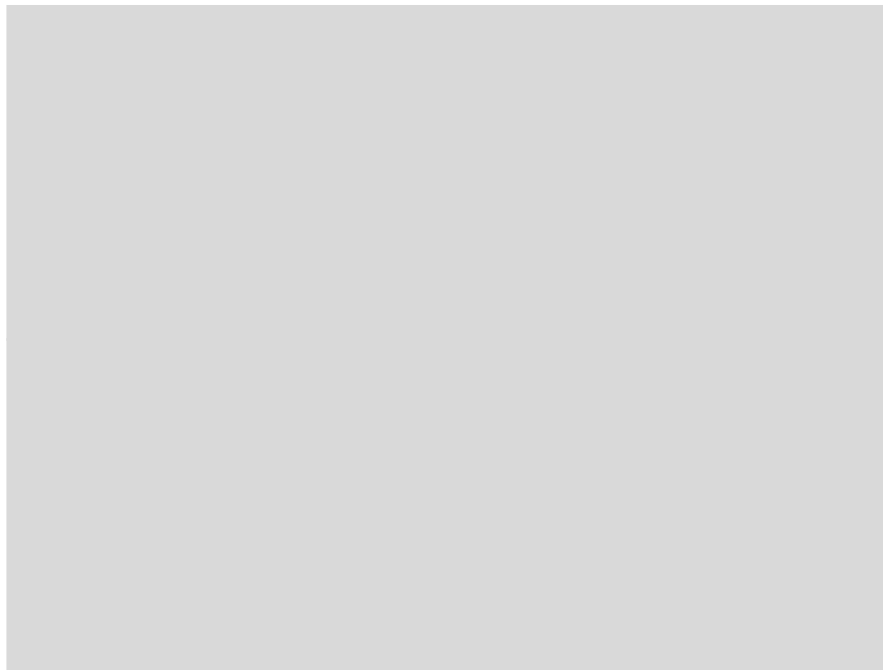
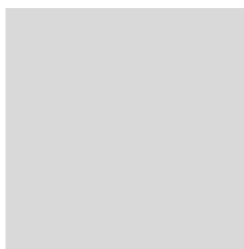




EXPERT WITNESS INSPECTION

Sample Property ,
Suburb withheld, **Queensland**
Name withheld
[company withheld]

.....



Inspector
Tony Robson
Building Consultant & Expert Witness
Sample Property Builder # 1151783
1300 471 805
booking@ownerinspections.com.au

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Disclaimer

This document has been produced for the client and/or their agent noted as such upon the cover page, it is not to be copied or forwarded to a third party without the written approval of Owner inspections. Owner inspections does not take responsibility for errors and/or omissions due to incorrect information of information not made available to us at any stage of our engagement for preparation of this document.

1st March 2024

Our ref: Sample Property , Suburb withheld

[company withheld]

Level Sample Property ,

Melbourne VIC 3000

Email:

Attention: Name withheld

Preliminary investigation report: Building Defects

Client: [company withheld]

Site address: Sample Property , Suburb withheld . QLD

Our ref: Sample Property , Suburb withheld

Author: Tony Robson

Revision no.: 0

1. Purpose of this report

Further to your request, Mr Tony Robson has carried out a visual inspection at the above address on the Tuesday 27th February 2024 at 10.30am. Weather at the time of our inspection was mostly dry with scattered isolated showers.

Access to the buildings inspected and grounds was provided to us by Name withheld .

Mr Robson has conducted a full internal and external, non-invasive visual assessment of approximately 90% of the building where access was made possible.

At the time of attendance, no form of testing, invasive inspecting, or concealed cavity space assessments were undertaken.

The specific purpose of our inspection is to determine if major structural defects were omitted from the third-party building report , dated 06th March 2021.

Our findings will be based on the following:

- third-party building report , dated 06th March 2021. Pages 1 -33
 - Commissioned by [company withheld]
- Pre-purchase inspection report (third party) , dated 17th December 2020, pages 1 – 76
 - Commissioned by Others
- Owner inspections site inspection, dated 27th February 2024
 - Commissioned by [company withheld]

2. Expert's statement

The author confirms he is experienced and qualified to give opinions in relation to the subject.

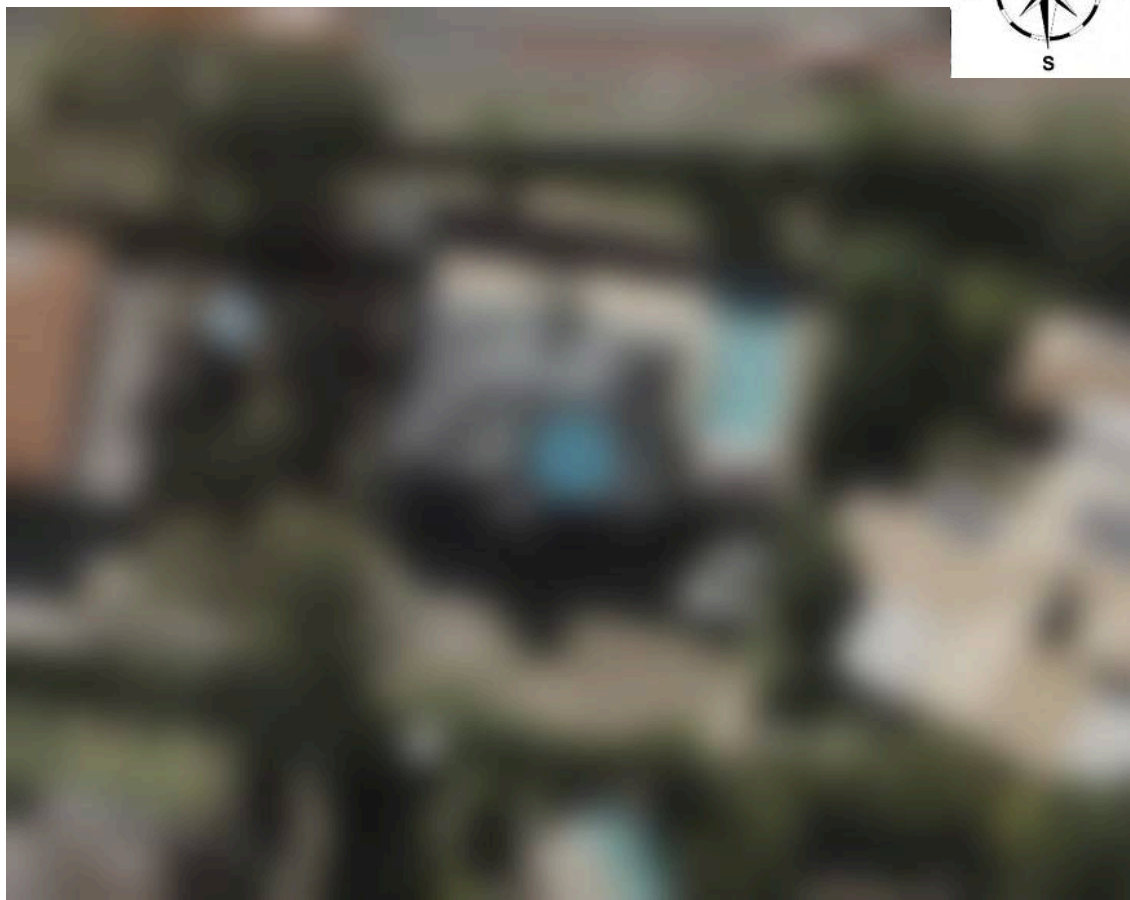
The author confirms he has reviewed and understands his responsibilities to conform to all aspects of QCAT Practice Direction No. 4 of 2009 – Expert Evidence.

Confirmation:

- a. *I confirm that the factual matters stated in this report are as far as I know true.*
- b. *I have made all enquires considered appropriate and the opinions stated in the report are genuinely held by me.*
- c. *The report contains references to all matters I consider to be significant and I understand my duty to the Court and have complied with that duty.*

We refer you to the author's curriculum vitae attached as Annexure B.

3. QLD Globe image of subject property



4. Description of the property

The subject property is a double story brick veneer house, timber structural walls, with a timber trusses roof. The roof is clad with concrete tiles whilst the exterior of the building is clad with brickwork. Aluminium window joinery has been used throughout the house.

The house is resting on what is believed to be a concrete raft slab whilst the upper level of the building has a timber floor.



5. Instructions received

We have been appointed by [company withheld] to provide experts advice on TWO previously completed pre-purchase building reports. Instruction below.

Our client requires an expert report that:

1. compares Report A and Report B and provides a view on if Report A was deficient in identifying all major defects at the property; and
2. forms a view on if those defects identified as 'moderate defects' in Report B align with the definition of a 'major defect' in Australian Standard AS4349.1-2007.

6. Determination of a defect

AS 4349.1 Inspection of buildings – Pre-Purchase Inspections sets out the guidelines for identification of defects and their classification.

Reference standard – AS 4349 – 2007 Inspection of buildings – pre-purchase inspection.



7. Report validation

In order to validate each report, we completed our own inspection on 27th February 2024. To simplify the validation, we refer to the identified elements in the table below. This table will clearly show each element and which company raised the elements as defects etc.

Commissioned by			Engaged by		Engaged by others		Engaged by [company withheld]
Author / Inspector			Name withheld		Name withheld		
Inspection date			06/03/2021		17/12/2020		
Major			Moderate		No		Minor
#	Location	Item	Defect BBR Report		Defect Api Report		Owner Inspections Comment
1	Bedroom	Ceiling, moisture damage	Major	Yes	Moderate	Yes	Minor Defect
2	Garage	Wall plaster	Major	Yes			Minor Defect
3	Garage	Water damage to door frame	Major	Yes			Minor Defect
4	Entry	Water damage to door frame	Major	Yes			Minor Defect
5	Entry	Tiling			Moderate	Yes	
6	All areas	Carpet damage	Major	Yes	Moderate	Yes	Minor Defect
7	Kitchen joinery	Water damage	Major	Yes			Minor Defect
8	Bathroom	Tap fitting	Major	Yes			Minor Defect
9	Bathroom	Waterproofing / water stop					Major Defect - All wet areas do not comply with AS 3740
10	Roof space	Water ingress, main entrance	Major	Yes			No Defect Roof Repaired
11	Roof space	Cut off vent pipe	Major	Yes			No Defect Repaired
12	Entrance Door	Water damaged timber trims	Major	Yes			No Comment Minor Defect
13	Rear Verandah	Verandah fascia	Major	Yes			No Defect Repaired
14	Rear Verandah	Verandah general	No	No	Moderate	Yes	Major Defect - Significant decay of structure was noted
15	Rear Verandah	Post trims, decay	No	No	Moderate	Yes	No Defect Repaired
16	Rear Verandah	Handrail spacing	No	No	Moderate	Yes	Major Defect - In sections does not comply with NCC 2012 - 3.9.2.1. Balustrade or other barrier construction. Spacings exceed 125mm
17	Rear Verandah	Bearer's installation					Major Defect - does not comply with AS 1684.2. 1.10 Bearing. Minimum 30mm bearing
18	Rear lower deck	Verandah brick piers	Major	Yes			Major Defect - Piers have rotated.
19	Roof	Ridge capping repair	Major	Yes			No Defect Repaired

Commissioned by			Engaged by		Engaged by others		Engaged by [company withheld]
20	Rainwater goods	Down pipes	No	No			No Defect Repaired
21	Doors	Latches not working	Minor	Yes	Minor	Yes	No Comment
22	Kitchen	Glass door joinery	Minor	Yes			No Comment
23	Kitchen	Sink cabinet / water damaged	Major	Yes	Minor	Yes	No Comment
24	Bathroom	Towel rail	Minor	Yes			No Comment
25	Bathroom	Pop up basin waste plug	Minor	Yes			No Comment
26	Living Room	Tile grout	Minor	Yes			No Comment
27	Internal walls	Wallpaper	Minor	Yes	Moderate	Yes	No Comment
28	Kitchen	Laminate lifting	Minor	Yes			No Comment
29	Gable end	Feature timber trim separation	Minor	Yes	Moderate	Yes	No Comment
30	Exterior	Wall cladding clearance to ground	Not identified	No	Moderate Major	Yes	Major Defect, does not comply with AS3660 Termite Management
31	Brickwork	Damp course			Moderate	Yes	Major Defect. does not comply with AS 3700 4.7.3 Damp proof courses and flashings.
32	Slab edge	Weep hole clearance		No ????	Moderate	Yes	Major Defect, does not comply with AS3660 Termite Management
33	Down pipes	Holes		No	Moderate	Yes	No Defect Repaired
34	Exterior	Painting			Moderate	Yes	No Comment
35	Fascia & Eaves	Trims			Minor	Yes	No Comment
36	Rear concrete patio	Cracking			Minor	Yes	No Comment
37	Roof Tiles	Broken displaced			Minor	Yes	No Comment
38	Roof Flashing	Lead Flashing			Moderate	Yes	No Comment
39	Roof guttering	Guttering			Minor	Yes	No Comment
40	Roof valley	Valleys			Minor	Yes	No Comment
41	Roof framing	Trusses			Satisfactory	Yes	No Comment
42	Second Floor	Timber Flooring (Creaking)			Moderate	Yes	Requires further investigation, movement is noted in the passage hallway
43	Smoke Alarm	Smoke Alarm			Satisfactory	Yes	No Comment
44	Around building	Perimeter drainage					Major Defect does not comply with AS 2870. 5.2.1 Drainage design requirements

8. Owner inspections Major Defect justification

8.1. Qualification of reference material

We advise any reference made to National Construction Code (NCC), Building Code of Australia (BCA), Australian Standards and/or guidelines/handbooks are made to clarify and explain the mechanism of damage/occurrence unless stated otherwise.

The Building Code of Australia (BCA) was developed and issued for the first time in 1988 however, this version was not adopted by all the states and territories. Queensland adopted dates are tubulised below.

Edition - Queensland			
BCA 96	1-Jul-97	BCA 2005	1-May-05
BCA 96 Amdt 1	1-Jul-97	BCA 2006	1-May-06
BCA 96 Amdt 2	1-Jan-98	BCA 2007	1-May-07
BCA 96 Amdt 3	1-Jul-98	BCA 2008	1-May-08
BCA 96 Amdt 4	1-Jan-99	BCA 2009	1-May-09
BCA 96 Amdt 5	1-Jul-99	BCA 2010	1-May-10
BCA 96 Amdt 6	1-Jan-00	NCC 2011	1-May-11
BCA 96 Amdt 7	1-Jul-00	NCC 2012	1-May-12
BCA 96 Amdt 8	1-Jan-01	NCC 2013	1-May-13
BCA 96 Amdt 9	1-Jul-01	NCC 2014	1-May-14
BCA 96 Amdt 10	1-Jan-02	NCC 2015	1-May-15
BCA 96 Amdt 11	1-Jul-02	NCC 2016	1-May-16
BCA 96 Amdt 12	1-Jan-03	NCC 2019	1-May-19
BCA 96 Amdt 13	1-Jul-03	NCC 2019 Amdt 1	1-Jul-20
BCA 2004	1-May-04	NCC 2022	1-May-23

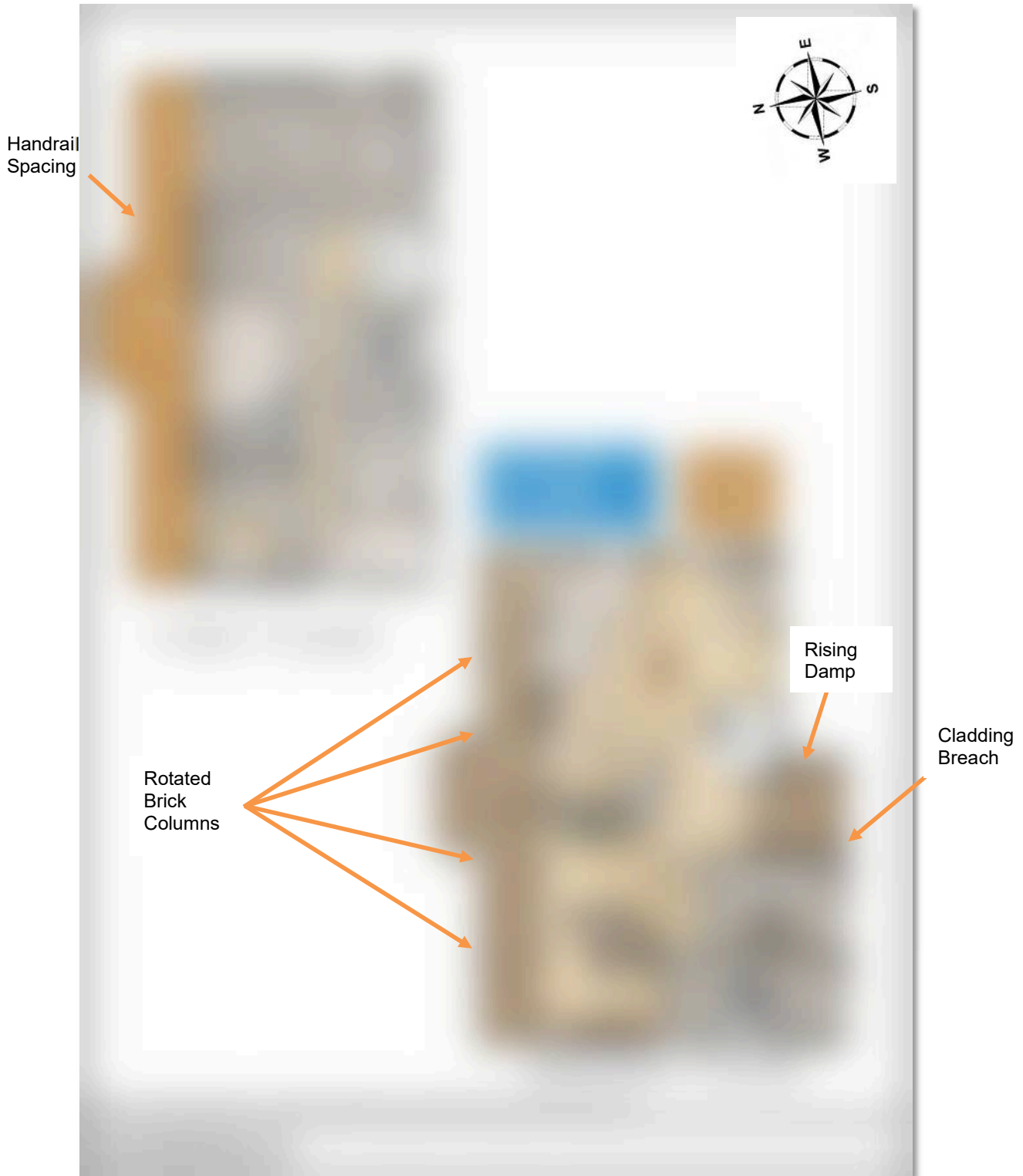
8.2. Assumptions of construction

For the purpose of this report, we acknowledge we have no exact date to when some of the works were completed on this dwelling. As such, we has used real estate sales data in an effort to date the subject works. The below table are our assumptions.

Sold 24 th November 1993	\$240,000.00	
Sold 30 th May 2001	\$294,000.00	Assumed original construction
Sold 19 th May 2005	\$420,000.00	Assumed renovations prior to sale
Sold 30 th May 2014	\$705,250.00	Assumed renovations prior to sale
Sold 2 nd March 2021	\$870,000.00	

9. Owner inspections Defects

9.1. Floor Plan for perspective



9.2. Item 10 - Bathroom - Water proofing – Major Defect

The bathrooms at some stage appear to have been retiled. This is supported by the large step into the wet areas. We note there is NO water stop of the door entries. This leads us to believe the waterproofing is non-conforming.

Photograph 1

Reference standard - AS 3740 – 2010 Water proofing of wet areas within residential buildings



Extract above is from a more current standard, it is for illustration only.

9.3. Item 15 - Rear Verandah – Timber Decay – Major Defect

The timber first level verandah has significant wet rot to the bearers. This decay significantly reduces the structural performance of the verandah. Cut ends of timber shall be painted to prevent decay.

Photograph 2

Safety Note. This verandah should be isolated and not be used until member replacement has occurred.

Reference standard – AS 1684.2 – 2006 Residential timber framed construction



9.4. Item 17 – Rear Verandah – Handrail Spacings – Major Defect

The first level timber verandah is protected by a timber handrail. The maximum allowable openings is 125mm. Our inspection confirms in some locations spacing are as big as 130mm. This spacing increase is most likely caused by the seasoning of the large load bearing timber bearers. As they season, they shrink toward the centre of the timber section. It is not uncommon to see 20mm shrinkage in a 200mm member.

Safety Note. This verandah should be isolated and not be used until a rectification has occurred.

Reference standard – NCC 2012 – 3.9.2.1 Balustrade or other barrier construction



9.5. Item 18 - Rear Verandah – Bearer installation – Major Defect

The first level rear timber verandah has been installed using large timber bearers which span from timber post to post. The central timber bearer has not been installed in a tradesman like manner. Adequate bearing has not been achieved in this installation. Current installation only has an 80mm scarf of the 240mm beam that is supported by the post.

Safety Note. This verandah should be isolated and not be used until member replacement has occurred.

Reference standard – AS 1684.2 – 2006 Residential timber framed construction



Joints in bearers shall occur only over supports, with adequate bearing for both members. Figure 4.2 shows various connection methods that can be used over supports. All cuts shall be located over a support. The minimum bearing each side of a join shall be 50 mm.



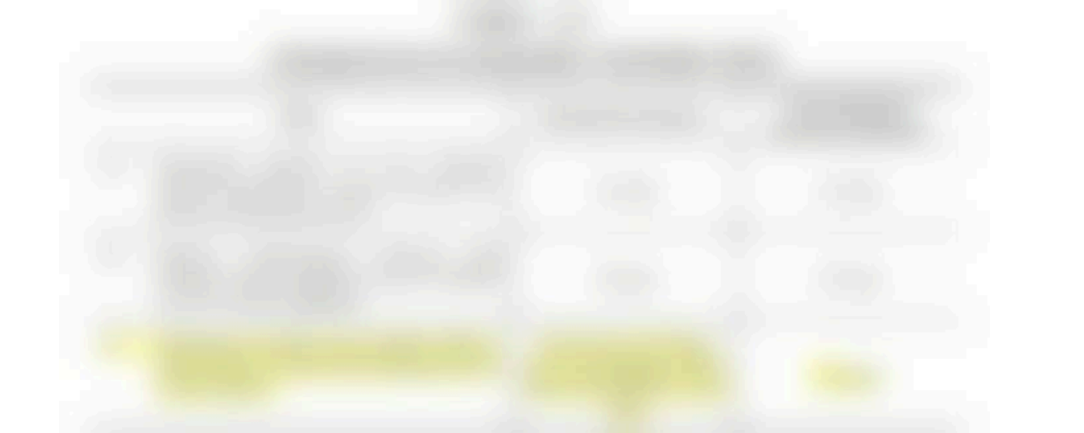
9.6. Item 19 – Rear Verandah dwarf brick piers – Major Defect

The timber rear verandah is supported on timber posts that are in turn supported by dwarf feature brick piers. Several of the piers have rotated up to 22mm/mtr, due to subsidence of the foundation under the outer edge of the footing.

Photograph 3 and Photograph 4

Safety Note. This verandah should be isolated and not be used until further assessment is completed by a structural engineer.

Reference standard – AS 3700-2001 Masonry Structures

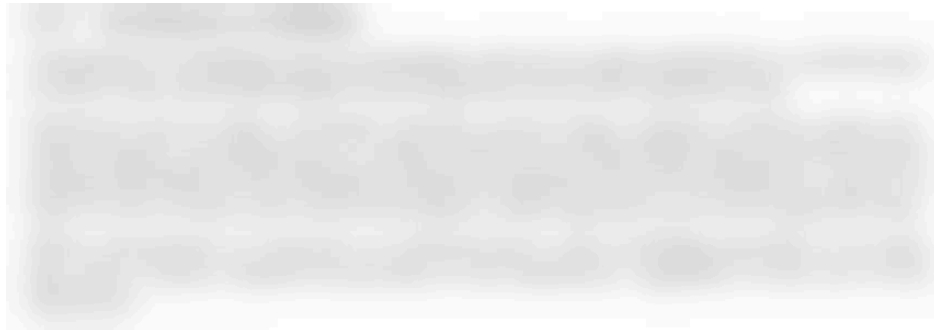


9.7. Item 30 – Exterior Cladding Ground Clearance – Major Defect

Ground clearance of building cladding and timber trims is important, a minimum standard is in place to allow a visual inspection for termite infestation. In this case timber is in direct contact with no visual barrier. Early identification can save extensive damage.

Photograph 10

Reference standard – AS 3660.2-2000 Termite Management – Part 2 In and around existing building and structures



9.8. Item 31 – Entry Rising Damp – Major Defect

The entry to this building has been changed over the years. The feature open entrance has been closed in. This entry was never designed with the appropriate damp courses to prevent rising damp. As such we currently have rising damp affecting internal elements of the building. This damp can cause mould which is a health issue.

This element does not comply with the following standards.

- **Reference standard - AS 3700 4.7.3 Damp proof courses and flashings.** This standard details how to stop rising damp with damp proof courses in masonry walls.



- **Reference standard - NCC 2012 Vol Two. P2.2.3 Dampness.** This provision deals with unsafe living conditions caused by rising damp.



9.9. Item 31 – Weep Hole Clearance – Major Defect

The minimum clearance off a paved concourse can be reduced in some instances to a minimum of 50mm. In many locations on this building this threshold has been breached with less than minimum clearance. In periods of extreme rainfall, water may back flow into the house through the weep holes.

Photograph 8 and Photograph 9

Reference standard – AS2870 – 2011 Residential Slabs and Footings



9.10. Item 44 – Perimeter Drainage – Major Defect

In order to maintain stable foundations for the building, all surface water shall be drained away from the building. Graded soils shall fall a minimum of 50mm over the first 1metre away from the house.

Reference standard – AS2870 – 2011 Residential Slabs and Footings



Yours faithfully

Owner Inspections

A. Robson

Tony Robson AdvDipBuild&ConstMgmt
Building Consultant
QBCC Lic. No.: 1151783

Annexures

Annexure A	Photographic record	21
Annexure B	Author curriculum vitae	33

Note: We have retained record of all site notes and photographs of the various items assessed.

Annexure A Photographic record



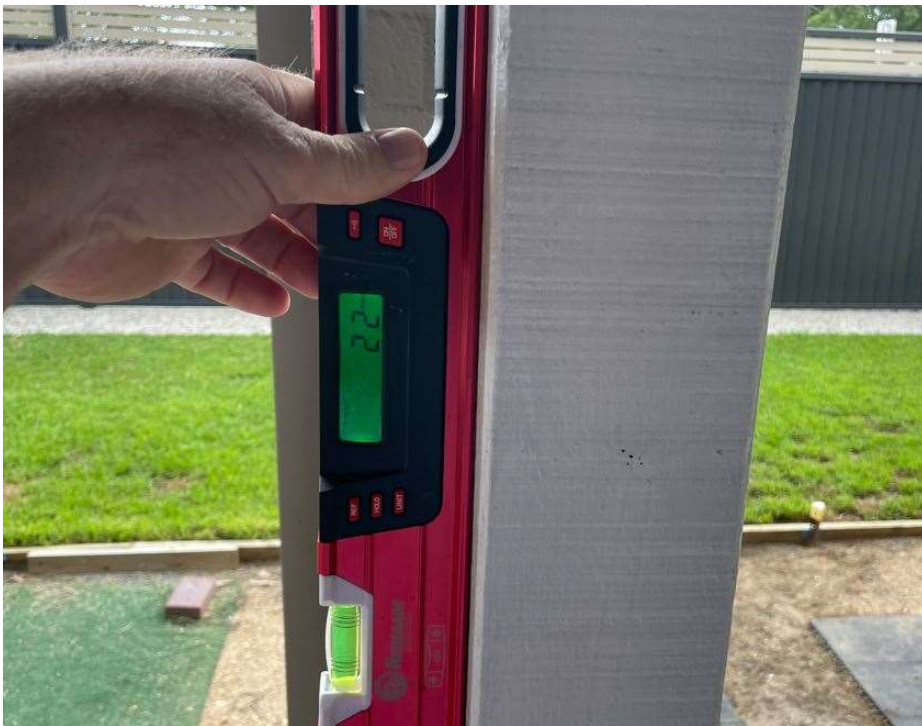
PHOTOGRAPH 1. NO WATER STOP TO BATHROOM ENTRY



PHOTOGRAPH 2. BEARER DECAY



PHOTOGRAPH 3. BRICK PIER 21MM/MTR OUT OF PLUMB



PHOTOGRAPH 4. TIMBER POST 22MM/MTR OUT OF PLUMB



PHOTOGRAPH 5. CLADDING AND TIMBER BRIDGING TERMITE BARRIER



PHOTOGRAPH 6. NO DAMP COURSE



PHOTOGRAPH 7. RISING DAMP



PHOTOGRAPH 8. LOW CLEARANCE ON WEEP HOLES



PHOTOGRAPH 9. LOW CLEARANCE ON WEEP HOLES



PHOTOGRAPH 10. NO GROUND CLEARANCE FOR TERMITE INSPECTION

Photographic Record: It should be noted that we have just used photos that be represent our statements. If required, we have in storage 325 high resolution photos and short videos to support our findings.

10. Terms and conditions of report

Inspection Agreement

- This is an Agreement between you, the undersigned Client, Name withheld, and us, Owner Inspections, pertaining to our inspection of the Property at Sample Property, Suburb withheld QLD.
- If there is more than one Client, you are signing on behalf of all of you, and you represent that you are authorised to do so.
- Owner Inspections' Report carries out in accordance with the guidelines of Australian Standard 4349.1 2007 (Standard) which covers the minimum requirements for the Visual Inspection of residential buildings. The purpose of the Inspection is to provide a visual Inspection and provide in-writing advice only to the prospective purchaser/owner regarding the condition of the property at the date and time of Inspection.
- The Report is NOT a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, local council or other authorities, or as a warranty or an insurance policy against problems developing with the building in the future.
- The Report is based on the condition of the inspected property at the date and time of Inspection. While the Inspection and Report conducted and prepared with the possible care, still some access limitation and safety hazards can limit the Inspector's ability to detect all defects. These limits and safety items are deemed in the standards.
- The Report assumes that the existing use of the building will continue. If the vendor/owner wishes to change the use of the property, a permit to be acquired from the local authorities.
- This Report does not include the identification of unauthorised building work or work not compliant with building/council regulations. The Report does not include identification of the municipality regulations and requirements as well as identification of design defects for the construction. According to the Standards, the estimate of the costs of the rectifications is not required in this Report.
- The construction stage Inspection Report is prepared based on the opinion and assessment of the Inspector at the date and time of the Inspection on the general condition of the inspected property. The Report will not guarantee to include all defects. The Report reflects the quality of workmanship only and will not diminish the responsibility of the builder. The building company has and will have the full responsibility of the build as specified in the law and regulations. This Inspection Report is to Client as a piece of advice and is not a mandatory stage Inspection specified in the Acts and Regulations and building permit.
- We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property located. If we hold a valid occupational license, we may inform you of this, and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
- Checking Legal matters, building contract, design, easements, local council restrictions and requirements, crossovers, title, boundaries, connections, building envelope, planning and building permits, setbacks and zonings are out of this Inspection and Report scope of work.
- The Report will not include defects that may only be apparent in certain weather conditions or defects that have not yet appeared due to prolonged periods of wet or dry weather or other reasons.
- An inspector shall only inspect areas where safe and unobstructed access provided. Reasonable access is denied in AS4349.1-2007 and this Agreement. Reasonable access does not include removing stored material/goods, nails, screws, cutting or making access hole, and moving furniture.
- We will not test for the presence of radon, a harmful gas, mould, presence of asbestos, soil contamination, or other environmental hazards or violations.

- The Report does not identify the presence of pests, or any damage caused by pests (e.g. termites, borers, etc.) unless the Client added to the requested service.
- The Inspection is not intended to include rigorous assessment of all building elements in a property. Any maintenance and general advice items are a helpful guide only. The Report does not necessarily include all maintenance items.
- If you request a re-Inspection, the re-Inspection is subject to the terms of this Agreement and re-Inspection fee.
- The Report will be based on the Inspector's assessment on major defects and safety hazards evident and visually visible on the date and time of the Inspection. The Report will also provide a general assessment of the property and collectively comment on minor defects which would form a regular part of property maintenance.
- Limitation on Liability and Damages: We are not liable for any cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these liquidated damages are not a penalty, but that we intend it to:
 - (i) reflect the fact that actual damages may be difficult or impractical to ascertain;
 - (ii) allocate risk between us; and (iii) enable us to perform the Inspection for the agreed-upon fee.
- Our Inspection and Report are for your use only. You give us permission to discuss our observations with real estate agents, owners, builders, or other interested parties. You will be the sole owner of the Report and all rights to it. We are not responsible for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. You are not allowed to send/show our Report and/or a quotation to our market competitors. If Owner Inspections realise that our competitor has/saw our Report belonging to you and your property, we have the right to take legal action to retrieve damages. If you or any person acting on your behalf provide the Report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and Report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
- You agree that the exclusive venue for any litigation arising out of this Agreement shall be in Australia, where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorneys' fees incurred in defending that claim.
- If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorised officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorised officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the Inspection.
- If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us because of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified legal advice before accepting this Agreement.

- You may not assign this Agreement.
- BY BOOKING THE INSPECTIONS, YOU CONFIRM THAT YOU HAVE CAREFULLY READ THIS AGREEMENT. YOU AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Conditions of Inspection

An Inspection Report may be conditional on Prevailing weather conditions or recent occupancy and use of services that might affect observations; Information provided by the Client or the agents of the Client; Deliberate concealment of defects; Any other relevant factor limiting the Inspection.

Inspection Records

The Inspector shall record the following information prior to, or during the course of, the Inspection: Identity of the Inspector undertaking the Inspection; Identity of the Client; The address of the property inspected; Date of Inspection; Weather conditions at the time of the Inspection; Limitations of Inspection with respect to the accessible area; Observation of defects.

Areas for Inspection

The Client shall arrange right of entry, facilitate physical access 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 access to property or parts of the property. Areas where reasonable entry is denied to the Inspector, or where reasonable access is not available, are excluded and do not form part of, the Inspection.

The Inspector shall inspect accessible parts of the building and appurtenances, together with the relevant feature of the property within 30 m of the 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 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and stormwater run-off.

The following areas shall be inspected where applicable: The interior of the building; The roof space; The exterior of the building; The sub-floor space; The roof exterior; The property within 30 m of the building subject to Inspection.

Significant items to be reported are as follows:

- (a) Major defects.
- (b) A general impression regarding the extent of minor defects, for example, significantly deteriorating exterior paint.
- (c) Any major defect that is an urgent and serious safety hazard, for example, unsafe balustrades or imminent collapse of a structural member.

Items to be inspected where applicable:

Interior: Ceilings, Walls, Timber floors, Concrete floors, Timber or steel frames and structure, Timber windows, Metal/Aluminium framed windows, Doors and Frames, Kitchen: Benchtop, Cupboards, Sink/Taps, Tiles, Bathroom/WC/Ensuite: Cistern and pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Basins, Ventilation, Mirror; Laundry: Taps, Tubs/Cabinet, Tiles, Ventilation; stairs: Stringer, Handrail/Balusters, Treads and risers.

Exterior: Walls, Timber or steel frames and structure, Stairs, Balconies, Verandas, patios, decks, suspended concrete floors, balustrades, Roof, Skylight, Valleys, Guttering, Downpipes, Eaves, Fascia and barges.

Roof Space: Roof covering, Roof framing, Sarking, Party walls, Insulation.

Subfloor Space: Timber Floor, Suspended concrete floors.

The site: Car accommodation, detached laundry, ablution facilities and garden sheds, Retaining walls, Paths and driveways, Steps, Fencing, Surface-water.

Exclusion of items from Inspection:

Footings below ground. The operation of fireplaces, solid fuel heaters, chimneys and flues. Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum Systems, Alarm and Intercom systems, air-conditioning. Swimming pools and associated filtration and similar equipment. Concealed damp-proof course, plumbing, gas fitting and fixtures. Concealed tie-downs and bracing, framing-timbers or any areas concealed by wall linings/sidings. Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea-formaldehyde). Soil conditions, control joints. Sustainable development provisions, Environmental matters (e.g., BASIX, water tanks, NCC Environmental Provisions), Energy and lighting efficiency, Landscaping. Rubbish, Stored items, furniture and accessories.

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. Reasonable access shall be determined as below:

Roof interior: minimum 400mm x 500mm access hole, 600mm x 600mm crawl space, accessible from a 3.6m ladder. **Roof exterior:** Accessible from a 3.6m ladder placed on the ground.

Sub Floor Area: 400mm x 500mm access hole; 400mm x 500mm crawl space. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers. Subfloor areas sprayed with chemicals are not to be inspected unless it is safe to do so. 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.

Access Limitation:

The Inspector will conduct a non-invasive visual Inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the Inspection. Areas where reasonable entry is denied to the Inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the Inspection. Those areas may be the subject of an additional Inspection upon request following the provision or reasonable entry and access. The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The Inspector will not dig, gouge, force or perform any other invasive procedures.

Examples of access limitations:

The legal right of entry, locked doors/windows, security systems, pets, furniture or other Obstructions, Height, narrow boundary clearances, thick vegetation, small roof or crawl space, adverse weather conditions. The Report shall identify any area or item within the scope of the Inspection that was not inspected and the factor that prevented Inspection.

Acceptance criteria:

The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Definitions

Access hole (cover): An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair. **Accessible area:** An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection. **Building element:** Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function. **Client:** The person or other entity for whom the inspection is being carried out. **Defect:** Fault or deviation from the intended condition of a material, assembly, or component. **Inspection:** Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building. **Inspector:** Person who is responsible for carrying out the inspection. **Limitation:** Any factor that prevents full or proper inspection of the building.

Major defect: A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property. **Defect:** Fault or deviation from the intended condition of a material, assembly, or component.

Minor defect: A defect other than a major defect.

Serviceability defect: Fault or deviation from the intended serviceability performance of a building element.

Structural defect: Fault or deviation from the intended structural performance of a building element.

Structural element: Physically distinguishable part of a structure; for example, wall, columns, beam, connection.

Subfloor space: Space between the underside of a suspended floor and the ground.

Roof space: Space between the roof covering and the ceiling immediately below the roof covering.

Site: Allotment of land on which a building stands or is to be erected.

Type of Defects:

A - Damage: The fabric of the element has ruptured or is otherwise broken.

B - Distortion, Warping, Twisting: An element or elements has been distorted or moved from the intended location.

C - Water penetration, Damp related: Moisture is present in unintended or unexpected locations.

D - Material deterioration (rusting, rotting, corrosion, decay): An element or component is subject to deterioration of material or materials.

E - Operational: An element or component does not operate as intended.

F - Installations (including omissions): The element or component is subject to improper or ineffective installation, inappropriate use, or missing components.

Expert reports play a significant role in many building and construction disputes. The manner in which a report is prepared and the content of the report itself must be given careful consideration before being finalized. Experts should consider what is unnecessary or potentially detrimental in preparing a report.

There are 3 key areas where experts must pay particular consideration:

1. The inadvertent disclosure of privileged documents;
2. The preparation of working notes and drafts; and

3. Providing opinion outside the scope of their expertise or instructions.

Rule 212 of the Uniform Civil Procedure Rules, which govern civil proceedings in all courts in Queensland, specifically requires the disclosure of expert reports. This effectively puts into force the *Sample Property* decision in *[company withheld] (in liq) v Grosvenor Hill (Qld) Pty Ltd (no. 1) ([company withheld])*. The decision in *[company withheld]* is binding not only on the Courts but probably also on Tribunals and other quasi-judicial hearings so that regardless of the forum, an expert report will be discoverable to the other side. However, the requirement to disclose an expert report does not in itself waive the general principle of legal professional privilege and accordingly the two must be balanced.

Legal professional privilege in simple terms applies to communications between the expert and another party, (not necessarily a solicitor)

Providing an opinion outside the scope of expertise

An expert in providing a report owes a paramount duty to the court or tribunal to provide an unbiased and balanced opinion.

Experts should restrict their opinion to issues on which they are specifically instructed and for which they have expertise. In particular experts should refrain from giving opinion on liability or legal issues. It must be remembered that it is the responsibility of the court or tribunal to decide issues of liability and law. Liability concerns the application of legal principles (most often under tort or contract) to the evidence before the court or tribunal.

Whilst it is appropriate for experts to report on what they observe, causative elements, whether or not that work complies with applicable standards, codes, legislation or good practice and whose responsibility it would normally be for such work, the determination of who is ultimately liable is not for the expert to say. An expert can probably attribute or apportion fault but not make a decision on whether someone has been negligent.

A common example would be a report on a footing failure. An expert will be able to comment on the nature and extent of the fault, the likely cause of the problem and even who would normally be responsible for ensuring that such problems did not occur but the liability for the fault will be dependent on numerous facts (often outside the knowledge of the expert) and may involve contractual issues and various parties such as the builder, proprietor, engineer, surveyor or architect. A determination of who is liable and in what proportion can only be made by the judge once all of the evidence has been heard.

SERVICES:

Electrical Installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report. It's recommended that a licensed electrician be consulted for further advice.

Plumbing: All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

Hot Water Service: All hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

Gas: All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

Smoke Detectors: Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

ESTIMATING DISCLAIMER: Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, the standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification, then contact the inspector prior to acting on this report. applicable to the area of the Inspection.

Annexure B Author curriculum vitae

Expert Witness: Anthony Robson

Expert Details:

Full Name: Anthony (Tony) Thomas Robson
Address: 71 Gordon Crescent, Wakerley QLD 4154
Email: enquiries@ownerinspections.com.au
Mobile: withheld

QCAT Requirements:

The author confirms he has reviewed and understands his responsibilities to conform to all aspects of QCAT Practice Direction No. 4 of 2009 – Expert Evidence.

Inspector's Qualifications:

Carpentry & Joinery Apprenticeship (NSW) Completed in 1985
CPC60208 Advance Diploma of Building and Construction (Management) (QLD) Completed 2013
30215 General Safety Induction (QLD) Completed 2007
QLD: Registered Builder (Sample Property) 2015
QLD: Open Supervisor 2015
ASBIM001 Identify Asbestos containing materials and follow safety reporting procedures (QLD) Completed 2020
BS240198 Certificate IV in assessment and workplace training (NT) 2003
HLTAID009 Provide cardiopulmonary resuscitation (QLD) Completed 2023
HLTAID010 Provide basic emergency life support (QLD) Completed 2023
HLTAID011 Provide first aid (QLD) Completed 2023

Inspector's Experience:

3 years competent person, expert witness & senior building consultant for [company withheld]
3 years expert witness & senior building consultant for BexA, concurrent with KMA.
Project manager on Shoalwater Bay training facility (ASMTI) \$2.25 Billion Dollar upgrade
Construction Lecturer at Charles Darwin University (2016)
4 years competent person, expert witness & senior building consultant for Far North Building Consultants
5 years competent person, expert witness & senior building consultant for ICPS Australia.
Completed hundreds of inspection, scoping and reporting on buildings following TC Larry, Yasi
Project manager on Intercontinental Resort Fiji (\$110 Million Dollar project)
20+ years trade qualified carpenter, constructing residential housing, commercial building such as hospital, jails, colleges