SERVICE AGREEMENT

This Service Agreement ("Agreement") sets out the terms and conditions under which SC Building Reports will provide services to the Client.

Service Provider:
SC Building Reports (Sole Trader)
ABN: 41563137805
Email: bookings@screports.com.au
Phone: 0451 378 499

1. Acceptance of Agreement

The Client is deemed to have accepted these Terms and Conditions upon:

a) Confirming a booking with SC Building Reports;
b) Accepting a quotation provided by SC Building Reports;
c) Making any payment regarding the service fee; or
d) SC Building Reports commencing work related to the service.

This Agreement takes precedence over any previous oral or written representations, discussions, or correspondence regarding the service, unless explicitly agreed otherwise in writing signed by both parties.

2. Scope of Services

SC Building Reports offers highly technical, reliable, and independent inspection and consultancy services focusing on construction defects and building pathology. The specific service(s) to be provided under this Agreement will be detailed in a separate Quote or Booking Confirmation provided to the Client. These services may include, but are not limited to:

a) Handover Inspections (Pre-Settlement / Defect Inspections)
b) Technical Building Pathology Reports (Diagnosis of Construction Defects)
c) Maintenance Inspections
d) Dilaptation Inspection Report
e) Pre-Purchase Property Inspections
f) Civil and Structural Engineering Technical Consultancy

The detailed description of the work, the property address, and the agreed service type(s) will be specified in the accompanying Quote/Booking Confirmation.

3. Service Fee and Payment

The total fee for the service(s) will be as specified in the accompanying Quote/Booking Confirmation. Payment terms are strictly as follows:

a) Full payment of the total fee is required prior to the delivery of the final report or completion of the consultancy service documentation.
b) Invoices will be issued and can be paid via bank transfer or other methods specified on the invoice (e.g., online payment link).
c) Failure to make payment within the specified terms may result in delays in report delivery or cessation of services.

4. Purpose and Nature of Service

The purpose of the service is to provide a professional opinion based on the agreed scope of work regarding the condition of the specified property or specific elements thereof, as observed at the time of the inspection or assessment. The report or consultancy advice is not an all-encompassing guarantee or warranty of the future performance, condition, or lifespan of any structure, component, or system. It is a reasonable attempt to identify obvious or significant issues apparent within the limitations of the service type undertaken.

5. Limitations of Inspection/Assessment

Unless explicitly stated otherwise in the Quote/Booking Confirmation:

a) All inspections are visual and non-invasive. This means concealed areas, underground structures, or areas obstructed by furniture, coverings, stored items, vegetation, or other materials are not inspected.
b) The inspection is limited to accessible areas as determined by the inspector at the time of the inspection, based on safety, access limitations (e.g., crawl space height, roof pitch, locked rooms), and environmental conditions.
c) No destructive testing (e.g., drilling, cutting into walls, removing materials) is undertaken.
d) The report/advice reflects the conditions observed only on the date(s) of the inspection or assessment. Property conditions can change over time due to weather, occupancy, maintenance, or other factors.

6. Specific Exclusions

Unless specifically included and detailed in the Quote/Booking Confirmation, the following items and areas are generally excluded from the scope of service:

1. Assessment of concealed areas, including framing, pipes, or wiring within walls, floors, or ceilings.
2. Comprehensive inspection of services such as plumbing (beyond visible leaks), electrical wiring (beyond visible defects or accessible power points), gas fittings, heating, ventilation, or air conditioning systems.
3. Assessment of compliance with current or past building codes, regulations, or by-laws, unless explicitly stated as part of a specific consultancy service.
4. Environmental hazards such as asbestos (a disclaimer is provided in Clause 16.0), mould (beyond visible surface presence), lead paint, soil contamination, or other toxins.
5. Pest inspections (e.g., termites, rodents, spiders). A separate specialist pest inspection is recommended if required.
6. Assessment of boundary lines, survey details, or easements.
7. Swimming pools, spas, associated equipment (pumps, filters), and fencing (unless specifically requested and noted in the scope, subject to WA specific requirements).
8. Non-structural elements such as paint coatings, minor cracking not indicative of structural movement, cosmetic finishes, floor coverings, window treatments, or general maintenance issues not affecting structural integrity.
9. Outbuildings, sheds, fences, retaining walls under 700mm, driveways, paths, and landscaping, unless specifically included in the scope.
10. Security systems, intercoms, automated systems (e.g., garage doors, gates), and other specialist systems.
11. Estimates for repair costs or probable costings, unless explicitly stated as part of a specific consultancy service (and such estimates are provided as opinions only, not fixed quotes).

Clients should engage qualified, specialist professionals (e.g., licensed electricians, plumbers, pest inspectors, asbestos assessors, surveyors) for assessments of excluded items if required.

7. Access to Property

The Client is responsible for ensuring that SC Building Reports personnel have safe, unimpeded access to the property and all areas required for the service at the scheduled time. This includes ensuring that utilities (power, water) are connected and operational if required for the service. SC Building Reports is not responsible for delays or inability to complete the service if access is restricted or hazardous, or if utilities are not available.

8. Report Delivery

Reports will be delivered digitally to the Client via email, generally within 2-3 business days following the on-site work, provided that full payment has been received. This timeframe may vary depending on the complexity of the service and will be discussed with the Client.

9. Liability

SC Building Reports will perform services with due care and diligence, applying the skill and knowledge expected of a qualified civil engineer and building consultant in Western Australia. However, the Client acknowledges that inspections and assessments have inherent limitations as described in this Agreement. To the fullest extent permitted by law:

a) SC Building Reports' total aggregate liability (including for negligence, breach of contract, or otherwise) arising out of or in connection with this Agreement or the services provided shall not exceed the total fee paid by the Client for the specific service giving rise to the liability.
b) SC Building Reports shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profit, loss of business opportunity, or loss arising from reliance on the report or advice beyond its stated scope.
c) The Client agrees that the report and advice are provided solely for the Client's benefit and use. SC Building Reports accepts no responsibility or liability to any third party who may use or rely upon the report or advice without the express written consent of SC Building Reports.
d) If the Client discovers a defect that they believe was not documented in the report, the Client must notify SC Building Reports in writing before undertaking any remedial work related to that alleged defect. SC Building Reports must be given a reasonable opportunity (at no cost) to re-inspect the property and assess the alleged defect. Failure to do so may limit or exclude SC Building Reports' liability in relation to that defect.

10. Ownership and Use of Report

The report, including all contents, findings, and opinions, is the intellectual property of SC Building Reports and is protected by copyright. SC Building Reports grants the Client a license to use the report solely for the purpose for which it was commissioned (e.g., making a decision about purchasing a property, understanding defects for repair planning). The Client may not reproduce, publish, or distribute the report to third parties (other than legal advisors, conveyancers, or lenders directly involved in a property transaction related to a pre-purchase inspection for the Client) without the express written permission of SC Building Reports.

11. Cancellation Policy

If the Client cancels a confirmed booking with less than 24 (twenty-four) hours' notice prior to the scheduled service time, a cancellation fee of AUD $100 (one hundred Australian dollars) will be incurred and invoiced to the Client to cover administrative costs and lost booking opportunity.

12. Governing Law

This Agreement is governed by and construed in accordance with the laws of Western Australia. The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.

13. Entire Agreement

This document, together with the specific details provided in the accompanying Quote or Booking Confirmation, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements, understandings, and representations, whether written or oral.

14. Variations

Any variation to this Agreement must be in writing and signed by both parties.

15. Asbestos Disclaimer

Asbestos-containing materials were commonly used in buildings built before 1990 (and some materials up to 2003). Identifying asbestos visually can be difficult and is outside the scope of a standard building inspection or consultancy unless specifically agreed. The report will only note suspected or visible asbestos-containing materials if observed during the non-invasive inspection. If asbestos is suspected or known to be present, SC Building Reports strongly recommends engaging a qualified asbestos professional for testing, assessment, and safe management or removal. SC Building Reports is not liable for the presence of asbestos, or the costs associated with its management or removal.

16. Dispute Resolution

In the event of a dispute arising from this Agreement or the services provided, the parties agree to attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the parties may consider mediation or other alternative dispute resolution methods before pursuing legal action.