

TERMS AND CONDITIONS

1. Definitions

1.1 In these Terms and Conditions, the following words shall have the following meanings:

“Cancellation Fee” means 25% of the agreed Fee together with any Deposit paid.

“Contract” means the agreement between Property Inspection Perth and the Customer for the supply of Services in accordance with these Terms and Conditions.

“Customer” means the person, company, partnership, purchaser, developer, investor, or organisation placing an Order for Services either on their own behalf or acting as an authorised representative.

“Deposit” means any booking deposit requested by Property Inspection Perth at the time of booking.

“Fee” means the agreed fee payable for the Services as specified within the Order, invoice, quotation, or booking confirmation.

“Inspection Date” means the agreed inspection date confirmed between the Customer and Property Inspection Perth.

“Order” means the booking or instruction for Services provided by the Customer.

“Payment Date” means the date payment becomes due as specified within the invoice or booking confirmation.

“Property” means the property, dwelling, apartment, townhouse, building, or address nominated by the Customer for inspection.

“Report” means the inspection report, defect report, condition report, PCI report, pre-purchase report, or associated documentation prepared in relation to the Property.

“Services” means building inspection services, reporting, moisture testing, thermal imaging, leak detection, defect identification, quality assurance inspections, PCI inspections, pre-purchase inspections, condition reports, or associated professional services supplied to the Customer.

“We”, “us”, “our”, “the Inspector”, and “Property Inspection Perth” are references to Gianluca Cimelli trading as Property Inspection Perth as a sole trader under ABN 97 378 421 402, based in Subiaco WA 6008, Australia.

1.2 Property Inspection Perth reserves the right to engage suitably qualified subcontractors, consultants, inspectors, or independent contractors where reasonably required to assist in carrying out the Services.

1.3 References to written communication include email, SMS, electronic communication, invoices, reports, and digital correspondence.

2. Agreement

2.1 We agree to provide the Services to the Customer subject to these Terms and Conditions.

2.2 The Customer accepts these Terms and Conditions upon placing an Order or making payment of any Deposit or Fee.

3. Customer Obligations

3.1 The Customer:

- (a) warrants that all information supplied is accurate and complete;
- (b) agrees to provide safe and reasonable access to the Property on the Inspection Date;
- (c) agrees to ensure all utilities and services are connected where inspection of those services is expected;
- (d) agrees to cooperate with us in relation to the Services.

3.2 If we are delayed or prevented from carrying out the Services due to acts or omissions by the Customer, we reserve the right to suspend or rearrange the Services and recover any reasonable costs incurred.

3.3 The Customer acknowledges that pricing may vary depending on property size, complexity, accessibility, distance travelled, and inspection scope.

4. Inspection & Report Limitations

4.1 All inspections are visual and non-invasive only unless otherwise agreed in writing.

4.2 The Report reflects the condition of the Property at the time of inspection only.

4.3 We cannot report on defects or issues that are concealed, inaccessible, covered, hidden, locked, obstructed, or otherwise not reasonably visible at the time of inspection.

4.4 The Report is not a structural engineering report, specialist pest report, electrical compliance certificate, plumbing certificate, waterproofing certificate, or asbestos assessment unless specifically stated.

4.5 Moisture testing, thermal imaging, and leak detection services are limited to visible and reasonably accessible areas only and do not guarantee the absence of concealed moisture ingress or future leaks.

4.6 The Customer acknowledges that buildings may continue to move, crack, settle, expand, contract, or deteriorate following the inspection date.

4.7 The Report is prepared solely for the Customer named in the Order and must not be relied upon by third parties without our written consent.

4.8 The Report does not constitute legal advice, certification of compliance, warranty, or guarantee.

4.9 The Customer acknowledges that construction standards, tolerances, and workmanship opinions may involve subjective professional judgement.

4.10 We reserve the right to refuse inspection of unsafe or inaccessible areas.

5. Payment Terms

5.1 A Deposit may be required at the time of booking.

5.2 The remaining balance must be paid in full before the Report is released unless otherwise agreed in writing.

5.3 Payment may be made via bank transfer, card payment, or secure payment link.

5.4 Property Inspection Perth reserves the right to withhold release of the Report until all outstanding balances have cleared.

5.5 Any additional services requested after booking may incur additional fees.

5.6 Travel costs, parking costs, toll charges, regional surcharges, or special access costs may be charged where applicable.

5.7 If the property size or inspection scope differs materially from the information provided during booking, we reserve the right to amend the Fee accordingly.

6. Cancellations & Rescheduling

6.1 Bookings may be rescheduled or cancelled without charge provided at least 48 hours notice is given prior to the Inspection Date.

6.2 Cancellations or rescheduling requests made within 48 hours of the Inspection Date may result in the Cancellation Fee and Deposit becoming non-refundable.

6.3 If access to the Property is unavailable on arrival, entry is refused, or the Property is deemed unsuitable for inspection, we reserve the right to charge reasonable costs or cancellation fees.

7. Access & Safety

7.1 The Customer agrees to provide safe access to all reasonably accessible areas relevant to the inspection scope.

7.2 We reserve the right to refuse access to unsafe areas, including roofs, subfloors, electrical areas, confined spaces, or hazardous environments.

7.3 The Customer acknowledges that inspections may be limited by weather conditions, occupancy, stored belongings, furniture, locked areas, or construction activity.

8. Use of Reports

8.1 Reports are prepared for the sole use of the Customer.

8.2 Reports must not be altered, reproduced, distributed, or relied upon by third parties without written permission.

8.3 Photographs, thermal images, and report content remain the intellectual property of Property Inspection Perth unless otherwise agreed.

9. Privacy & Data Protection

9.1 Property Inspection Perth may collect personal information necessary to provide the Services.

9.2 Personal information will be handled in accordance with applicable Australian privacy laws.

9.3 We may share information with subcontractors, consultants, or payment providers where reasonably required to provide the Services.

10. Liability

10.1 Nothing in these Terms excludes liability where exclusion is prohibited by Australian Consumer Law.

10.2 Subject to applicable law, Property Inspection Perth shall not be liable for indirect, consequential, incidental, or economic loss arising from the Services or Report.

10.3 Liability is limited to the value of the Fee paid for the Services.

10.4 The Customer acknowledges that inspections are limited visual assessments and cannot identify every defect, issue, or future failure.

10.5 We are not liable for defects concealed by furniture, finishes, recent repairs, stored items, weather conditions, or inaccessible construction elements.

11. Complaints

11.1 Any concerns or complaints regarding the Services or Report should be raised in writing within a reasonable timeframe following receipt of the Report.

11.2 Property Inspection Perth will endeavour to investigate complaints fairly and respond within a reasonable timeframe.

12. Termination

12.1 We reserve the right to suspend or terminate Services where the Customer breaches these Terms or fails to make payment.

12.2 Either party may terminate the Contract by written notice where a material breach has occurred.

13. Governing Law

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Western Australia.

14. Jurisdiction

14.1 The parties agree that the courts of Western Australia shall have exclusive jurisdiction regarding any dispute arising from the Services or these Terms and Conditions.