

RACV Property Inspections

Terms and Conditions

1.	AGREEMENT	<p>These terms and conditions are between you and PropertySafe Holdings Pty Ltd. All Services covered by this Agreement are supplied or arranged by PropertySafe Holdings Pty Ltd under the brand 'RACV Property Inspections'.</p> <p>Throughout this Agreement a reference to "RACV Property Inspections" "we", "us" or "our" is a reference to PropertySafe Holdings Pty Ltd.</p>
2.	DEFINITIONS	<p>Agreement means these terms and conditions, including the Product Detail Documents.</p> <p>Consequential Loss means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of goodwill, loss of use or loss of production or financing costs, whether present or future, fixed or unascertained, actual, or contingent.</p> <p>Effective Date means the date on which you accept these terms and conditions.</p> <p>Inspection means the particular type of inspection that you need performed on your Property.</p> <p>Inspection Date means the date on which your Inspection is scheduled to be completed by your Inspector.</p> <p>Inspector means the inspector allocated to your Inspection.</p> <p>OHS Legislation means the <i>Occupational Health and Safety Act 2004</i> (Vic) and <i>Occupational Health and Safety Regulations 2017</i> (Vic).</p> <p>Personal Information means your personal information collected by RACV Property Inspections in connection with the Property, the Inspection and the Services carried out.</p> <p>Product Detail Document(s) means the service description document for each Inspection type that is incorporated into these terms and conditions at item 3 (below).</p> <p>Property means the property at which the Inspection is to be conducted.</p> <p>Purpose means the purpose of the particular type of Inspection and the accompanying Report, as described in section 3 of this Agreement.</p> <p>RACV means Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833).</p>

		<p>RACV Property Inspections means PropertySafe Holdings Pty Ltd (ABN 28 610 176 504).</p> <p>Report means the written record created by the Inspector containing an assessment of the condition of the Property, any issues identified and any recommendations arising from the Inspection.</p> <p>Services means the services provided by RACV Property Inspections to you, including the arrangement of Inspections, the completion of your Inspection, preparation and provision of Reports and the preparation and provision of invoices.</p> <p>you/your/Report Purchaser means the person, or company to whom this Agreement and the Report is addressed.</p>
<p>3. INSPECTION TYPES, PURPOSES AND PRODUCT DETAIL DOCUMENTS</p>		<p>A. PropertySafe provides the following types of Inspections. The Product Detail Documents form part of this Agreement and outline the scope of Services provided, including the Inspection specific inclusions and exclusions:</p> <p>i. Child Safety Inspection: the purpose of this inspection is to identify potential risks and hazards for children in the home and make recommendations to improve safety. This service is provided in the form of a residential property inspection and Report assessing the safety of the Property on the Inspection Date.</p> <ul style="list-style-type: none"> • <u>Child Safety Inspection Product Detail Document</u> <p>ii. Senior Safety Inspection: the purpose of this inspection is to identify potential risks and hazards for seniors in the home and to make recommendations to improve safety. This service is provided in the form of a residential property inspection and Report assessing the safety of the Property on the Inspection Date.</p> <ul style="list-style-type: none"> • <u>Senior Safety Inspection Product Detail Document</u> <p>iii. RACV Rental Property Inspections: the purpose of these inspections is to assess compliance with the requirements of the relevant Victorian residential tenancies legislation. These inspections are provided in the form of a residential property inspection and Report assessing the compliance of the Property on the Inspection Date. There are three types of RACV Rental Property Inspections that can be purchased together or separately:</p> <ul style="list-style-type: none"> • Minimum Rental Standards Inspection: the purpose of this inspection is to assesses compliance of the Property with the minimum rental standards legislation. <ul style="list-style-type: none"> • <u>Minimum Rental Standards Inspection Product Detail Document</u> • Gas Safety Check: the purpose of this inspection is to check that gas appliances at the Property are up to date and compliant with the standards for rental properties. <ul style="list-style-type: none"> • <u>Gas Safety Check Product Detail Document</u>

		<ul style="list-style-type: none"> • Electrical Safety Check: the purpose of this inspection is to check that electrical installations and fittings at the Property are compliant with the standards for rental properties. <ul style="list-style-type: none"> • <u>Electrical Safety Check Product Detail Document</u> <p>iv. Smoke Alarm Inspection: the purpose of this inspection is to assess compliance with the requirements of the Victorian residential tenancies legislation. This service is provided in the form of a residential property inspection and Report regarding the compliance of the smoke alarm units within the Property on the Inspection Date. This service can only be provided as an add-on to a RACV Rental Property Inspection and cannot be purchased separately.</p> <ul style="list-style-type: none"> • <u>Smoke Alarm Inspection Product Detail Document</u>
4.	WARNING	<p>A. This Agreement defines the scope and limitations of the Inspection. Before you decide to act upon the Report you must read and understand all the information contained in this Agreement. It will help explain what is involved in an Inspection, the difficulties faced by an inspector and why it is not possible to guarantee that your Property is free of safety hazards or defects, latent or otherwise. If there is anything contained within the Report that is not clear or you have difficulty understanding the Report, please contact the Inspection Co-ordinator contact number provided with report communication prior to acting on the Report.</p> <p>B. By relying on the Report, you agree that you understand and acknowledge any specific scope and limitations set out in this Agreement or the Report.</p>
5.	SERVICE AVAILABILITY	<p>A. Inspections are only available for residential properties and are only available to be purchased by home owners (including rental providers). Inspections are not available to be purchased by tenants.</p> <p>B. Inspections can be booked across Victoria unless otherwise specified, however, all bookings are subject to availability, and service may not be possible in all areas. If RACV Property Inspections are unable to fulfil your requested booking, the Inspection will be cancelled, and a full refund will be provided. Appointment times are subject to the availability of the allocated Inspector.</p>
6.	USE OF THE REPORT	<p>A. The Report is intended to be used for the Purpose only. The findings are specifically and confidentially for the Report Purchaser named on the face page of the Report to evaluate the risk level and need for action.</p> <p>B. The Report is not for determination of the Property sale value, mortgage or security valuation or lease rate.</p>

		<p>C. To the extent permitted by law, we are not responsible for any liability, loss or damage (whether direct, indirect, special or consequential) whatsoever and however arising from or in connection with your use of the Report outside of the Purpose, whether that liability, loss or damage was caused by delay, error or omission, negligence, negligent misstatement or otherwise.</p> <p>D. We will not be liable for any loss, damage, cost, or expense, whatsoever, suffered or incurred by any person other than the Report Purchaser in connection with the use of the Report.</p>
7.	DELIVERY OF REPORT	<p>A. Reports will be sent as electronic copies to your nominated email address.</p> <p>B. Where a Report was commissioned via your real estate agent or property manager, you expressly authorize us to provide them with a copy of the Report (which we will do unless otherwise advised by you to us in writing).</p>
8.	SAFE AND REASONABLE ACCESS	<p>A. Only areas to which safe and reasonable access is available are inspected. Safe access means areas where safe, unobstructed access is provided and the minimum heights or clearances specified below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length. The inspector has sole discretion in determining safe access to any area of the property.</p> <p style="padding-left: 40px;">a. Ceiling height must be above 1.6m.</p> <p style="padding-left: 40px;">b. Smoke alarm units must be accessible from a 1.8m ladder on the floor.</p> <p>B. Reasonable access does not include removing screws and bolts to access covers, the use of destructive or invasive inspection methods or the moving of heavy furniture, floor coverings or stored goods.</p> <p>C. You must notify RACV Property Inspections in advance and prior to the Inspection commencing of any risks to health and safety, including any unsafe conditions at your Property that may affect the performance of the Inspection. RACV Property Inspections reserves the right to refuse to perform any Services at the Property without any liability to you, if in the Inspector's reasonable opinion your Property is not a safe working environment, until such time as the Property has been made safe. Any such delay or suspension of the Inspection will not constitute a breach of this Agreement.</p> <p>D. RACV Property Inspections reserves the right to reschedule any work at your Property without any liability to you, if in the reasonable opinion of RACV Property Inspections, performance of such works would breach RACV Property Inspections obligations to its employees and contractors under the OHS Legislation (for example, during wet weather or extreme heat).</p> <p>E. RACV Property Inspections reserves the right to refuse to perform any Services if you (or any person associated with you) is acting or behaving in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous (whether at your Property or by phone).</p>

<p>9. REPORT AND INSPECTION LIMITATIONS</p>	<ul style="list-style-type: none"> A. Unless otherwise specified in the Product Detail Documents, the Report is limited to those areas and sections of the Property fully accessible and visible to the inspector on the date of inspection. <ul style="list-style-type: none"> i. No destructive measures are taken in the process of the Inspection. ii. The Inspection does not include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. iii. The Inspector cannot see inside walls, between floors, inside roofing or eaves, behind stored goods in cupboards, or other areas that are concealed or obstructed. iv. The inspector does not dig, gouge, force or perform any invasive procedures. v. In an occupied property it must be understood that furnishings or household items may conceal defects which may only be revealed when the items are removed. vi. No Inspection is inferred for any object, structure or fitting that cannot be clearly observed from ground level. B. Nothing contained in the Report implies that any inaccessible, partly inaccessible or obscured area of the property is free from defects. C. No responsibility can be accepted for defects which are latent or otherwise not reasonably detected on a visual inspection without interference with or removal of any of the structure including fixtures or fittings within the building. D. You agree that we cannot accept any liability for our failure to report a defect concealed, blocked or covered by furniture, fittings and/or occupant possessions at the time of inspection. E. Balcony, deck and veranda inspections are limited by the scope as specified in Product Detail Document for the Inspection undertaken. We are not and do not purport to be experts in the field of construction and structural engineering. Where there are any concerns about balcony, deck or veranda constructions, it is highly recommended that they are inspected by a structural engineer to verify integrity, design and compliance. F. The standard Safety Inspection Report includes inspection for the presence/absence of safety glass in high-risk slip, trip and fall situations although we are not and do not purport to be experts in this field. It is highly recommended that all glass situated in high-risk situations be inspected by a qualified glazier. G. The Safety Inspection Report cannot make informed comment upon hazards or defects that may be subject to the prevailing weather and light conditions including but not limited to the adequacy of lighting, the potential for slipping on wet exterior surfaces or sources of leakage and moisture.
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10.	FEES AND PAYMENTS	<p>A. You agree to and accept the terms of this Agreement and agree to make payment in accordance with the specific payment terms.</p> <p>B. You will be asked to make payment for your Inspection (at your election):</p> <ul style="list-style-type: none"> i. online by credit or debit card; ii. over the phone; or iii. Invoice, payment by your real estate agents trust system. <p>C. RACV Property Inspections will send you a confirmation receipt following your Inspection order.</p> <p>D. Smoke Alarm replacement pre-authorisation: you may choose to give pre-authorisation for the cost of replacing up to two eligible smoke alarm units if required during the Smoke Alarm Inspection. This cost will be disclosed at the time of purchase and will not be altered once purchase of the Smoke Alarm Inspection service has been undertaken. If pre-authorisation has been given and smoke alarm(s) are replaced at the time of the Inspection, you will be asked to make payment for the replacement(s) by invoice on 14-day payment terms.</p>
11.	GENERAL WARRANTIES	<p>A. RACV Property Inspections warrants that:</p> <ul style="list-style-type: none"> i. your Inspection will be carried out in a proper and workmanlike manner with due care, attention, and skill; and ii. the Inspection will be carried out in accordance with, and will comply with, all applicable legislative requirements.
12.	LIMITATION OF LIABILITY	<p>A. Nothing in this Agreement excludes any liability implied or imposed by any laws (including the Australian Consumer Law) that cannot be lawfully excluded or limited. Where RACV Property Inspections can limit its liability under the Australian Consumer Law, RACV Property Inspections limits such liability to the following (at RACV Property Inspections option) for:</p> <ul style="list-style-type: none"> i. goods, the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or ii. services, the supplying of the services again, or the payment of the cost of having the services supplied again. <p>B. Subject to section 12A as far as possible, where the Services are not ordinarily acquired by you as a consumer (as defined in section 3 of the Australian Consumer Law) for personal, domestic or household use pursuant to section 64A of the <i>Competition and Consumer Act 2010</i> (Cth) - Schedule 2 (Australian Consumer Law) and/or similar provisions in State legislation, RACV Property Inspections liability shall be limited for to either of the following as the RACV Property Inspections in its sole discretion may determine:</p> <ul style="list-style-type: none"> i. the resupply of the services; or

		<ul style="list-style-type: none"> ii. the payment of the cost of having the services supplied again. C. Subject to sections 12A and 12B, if RACV Property Inspections is found to be liable to you in connection with this Agreement, the liability of any of RACV Property Inspections, its servants or agents is limited to a sum not exceeding \$10,000 (which shall include legal costs) in respect of the aggregate of all claims during any consecutive period of 12 months. D. To the extent permitted by law, RACV Property Inspections will not be liable to any person for any Consequential Loss in connection with this Agreement, howsoever arising. E. RACV Property Inspections shall not be liable for any default or failure to perform its obligations under this Agreement where the failure or default arises from acts of God, wars, acts of terrorism, accidents, fires, explosions, earthquakes, lightning strikes, floods, pandemics, strikes, industry disputes, shortage of parts, any action by you including any interference with misuse, damage or abuse to the Inspection or Report by you and/ or other person, any failure by you to perform your obligations under this Agreement or any other circumstance beyond the control of RACV Property Inspections.
13.	PRIVACY	<ul style="list-style-type: none"> A. In order for RACV Property Inspections to provide you with the Services under this Agreement you agree to provide Personal Information. You acknowledge and agree that RACV Property Inspections and its third-party technology and cloud storage providers may: <ul style="list-style-type: none"> i. collect, monitor and store information to provide the Services in connection to you; ii. disclose information (including Personal Information) to third parties for the purpose of providing you with the Services and to those who provide RACV Property Inspections with Services, including Inspectors; iii. use Personal Information collected through the Services to promote products and services to you; and iv. retain and use information collected through the Services as described in this Agreement or as otherwise permitted by law. B. By providing Personal Information to RACV Property Inspections you acknowledge and consent that we may disclose it on a confidential basis to the following entities: RACV, Home Trades Hub Australia Pty Ltd, Club Home Response Pty Ltd, our Inspectors, law enforcement agencies, lawyers, recovery agents, advisers, and the agent of any of these, to assess your requirements for and to provide you the Services, and to calculate or offer any discounts issued to you by us or these entities. C. RACV Property Inspections may also use and collect non-personal aggregate information, such as statistical and other anonymous information (including location information):

		<ul style="list-style-type: none"> i. to provide services to multiple third-party providers; ii. for research purposes to help RACV Property Inspections enhance and improve its services and to develop current and future services and functionality; and iii. for other purposes related to the RACV Property Inspections business. <p>D. You acknowledge and agree that RACV Property Inspections may share non-personal aggregate information with third parties (this is a customary online practice). For example, RACV Property Inspections may provide a count of users from a particular area or utilise data in an anonymous manner to develop and improve other products. RACV Property Inspections will always ensure that any Personal Information has been removed before non-personal aggregate information is provided to third parties.</p> <p>E. RACV Property Inspections use of any Personal Information will comply with all applicable legislative requirements and at all times be governed by the RACV Privacy Charter, a copy of which can be found at www.racv.com.au/privacy</p>
14.	MARKETING	<p>A. By providing RACV Property Inspections with your Personal Information you consent to RACV Property Inspections collecting and using your Personal Information for marketing purposes.</p> <p>B. You must notify RACV Property Inspections if you want to change your consent for marketing purposes by contacting us using the details set out in our Privacy Charter at www.racv.com.au/privacy</p> <p>C. Further, you agree to your Personal Information being disclosed to RACV and agree that RACV and their related bodies corporate may contact you with marketing and information about their products and services (including, to avoid doubt, products and service outside of services offered by the RACV Trades), discounts, special offers, competitions and invitations to special events until you opt out of receiving these communications. You agree that any contact details provided by you can be used for these communications including to contact you by post, phone, email and SMS. If at any time you wish to opt out from receiving these communications, please let RACV know by using the "Opt Out" instructions in the RACV Privacy Charter (available at www.racv.com.au/privacy) or any opt out means provided in the communications.</p>
15.	INTELLECTUAL PROPERTY	<p>A. All intellectual property rights in information, trademarks, logos, business processes, data and materials including without limitation all software, tools, know-how, or processes, used in relation to this Agreement shall remain RACV Property Inspections and its related entities exclusive intellectual property. You acknowledge and agree that you shall not acquire any rights, title, or interest in or to any of our intellectual property rights.</p>
16.	SUBCONTRACTORS AND SUPPLIERS	<p>A. RACV Property Inspections may subcontract the performance of all or any of its obligations under this Agreement to any person or firm without giving notice to you.</p>

		<p>B. RACV Property Inspections may use one or more subcontractors, suppliers, vendors or licensors (collectively, “Inspectors”) to provide the Services. To the extent permitted by law, the limitations of liability in section 12 of this Agreement shall apply to the work, products or services that our Inspectors provide, and shall apply to them and protect such Inspectors in the same manner as it applies to and protects RACV Property Inspections.</p>
17.	CHANGES TO THIS AGREEMENT	<p>A. Where RACV Property Inspections alters these terms and conditions, RACV Property Inspections will use reasonable endeavours to advise you of any such change by posting notification of changes on the RACV website.</p> <p>B. The version of the terms and conditions applicable on the Effective Date will form part of the Agreement, regardless of updates that occur after the Effective Date.</p>
18.	GENERAL	<p>A. You may not assign, transfer, or otherwise deal with the rights under this Agreement without the prior written consent of RACV Property Inspections.</p> <p>B. RACV Property Inspections may assign, novate, or otherwise deal with its rights and obligations under this Agreement in favour of a related company.</p> <p>C. This Agreement will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.</p>