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TERMS AND CONDITIONS OF THE CONTRACT AND THE INSPECTION

This Report has been prepared by Architect Centre Sdn. Bhd. (Architect Centre) and the named architect and is supplied to you on the basis of and subject to the Terms and Conditions of the Contract and the Inspection and Architect Centre accepts no responsibility to other persons.

Please note that having provided to you an opportunity to read or hear the Terms and Conditions following upon you making a booking for the property inspection, Architect Centre and the architect have proceeded to conduct the inspection of the property and to supply this Report on the basis that you have accepted the Terms and Conditions and/or are deemed to have done so upon the architect arriving at the property and commencing the inspection.

DEFINITIONS

No Visible Fault – Upon a visual inspection of reasonably accessible areas of the property no fault was observed.

Maintenance Item – Any items of repair which is common to homes of similar age or type of construction and as described in the Home Maintenance Guide, including decorative features and finishes.

Serious Faults – A fault which seriously affects the structural integrity of the property or requires the substantial replacement of plumbing or electrical services.

Reasonably Accessible – Reasonably accessible areas are those which can be accessed by a 3.6 metre ladder or those which have at least 600mm unimpeded vertical and horizontal clearance without the removal of any fixed or unfixed furniture, fittings, cladding or lining materials, plants or soil. Workplace Health and Safety access conditions apply subject to relevant regulations.

REPORT STANDARD

The **Terms and Conditions** take precedence over any oral or written representations by Architect Centre.

- 1) After making the booking, the client is deemed to have accepted these **Terms and Conditions** upon the architect arriving on site.
- 2) Architect Centre accepts no liability with respect to work carried out by other trades, consultants or practitioners referred by Architect Centre.
- 3) The Report is not a guarantee but is an opinion of the condition of the inspected property.
- 4) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection. Prolonged periods of wet or dry weather will cause structural changes to the property as described in Architect Centre's Home Maintenance Guide.
- 5) The Report is based on a visual inspection of reasonably accessible parts of the property and does not cover enquiries of councils or other authorities.
- 6) The Report will not disclose defects in inaccessible areas, defects that are not reasonably visible, defects which may be apparent in other weather conditions or defects which have not yet arisen.
- 7) Architect Centre does not inspect for pests. Clients wishing to have a full pest infestation check should advise Architect Centre or arrange for a separate pest inspection.
- 8) The Report does not cover the identification of toxic mould, asbestos related products or the condition or operation or safety of swimming pools, spas, rainwater or greywater treatment and similar facilities.
- 9) The Report does not cover all maintenance items, particularly those such as jamming doors, windows or catches, decorative finishes and hairline or slight cracks
- 10) Architect Centre does not accept responsibility for services other than those provided in this Report which does not include full assessment of plumbing or electrical services.
- 11) Architect Centre's liability with respect to the advice given in this report shall be limited to a refund of the inspection fee.
- 12) The Home Maintenance Guide constitutes a vital part of the architect's recommendations and failure to observe either the recommendations or the Home Maintenance Guide could lead to premature deterioration of the property.
- 13) The Health and Safety Warnings constitutes a vital part of Architect Centre's recommendation to you. Failure to observe the provisions of the warning sheet could jeopardise the safety of the occupants.
- 14) (a) If you are dissatisfied with the Report you must give Architect Centre written notice specifying the matters about which you are dissatisfied before taking any remedial action.
(b) Within 28 days of giving the notice, you and Architect Centre shall meet to attempt to resolve the matters.
(c) If at the expiration of 28 days from the giving of the notice any dispute, controversy or claim arising out of the matters shall remain unresolved, the matters shall be the subject of a mediation to be conducted by a mediator appointed by agreement between you and Architect Centre or appointed by the President of Pertubuhan Akitek Malaysia (PAM), with the cost of such mediation shared equally by both parties.
(d) In the event that the matter has not been resolved within 28 days after the appointment of a mediator, such dispute, controversy or claim may be submitted to litigation.