



Construction & Building Advisory Team of S.A.

C-BAT S.A. (Pty) Ltd

HDE Consultancy (Pty) Ltd, Div. of C BAT SA (Pty) Ltd t/a

C BAT Building and Property Inspectors



RESIDENTIAL BUILDING AND PROPERTY INSPECTION BROCHURE

Option 1: Assessment Consultation = R 780-00/hr (this is not an inspection) (Min Fee = R 780-00. Pricing dependent on travel distance)

An assessment consultation of 1 hour will be done by a Certified and Registered Professional Building and Property Inspector. The assessment consultation is not a building or property inspection. It is only an assessment in abbreviated format of the overall condition of the property. Should a detailed inspection be required, you can upgrade to the Options below. There is no written report for this assessment consultation. (*complete pages 8, 9, 10, 11 & 17*)



Option 2: Comprehensive Inspection with written report only (0 to 200m² = R 3 800-00. Thereafter R 19-00/m² under roof additional)

A comprehensive property inspection, done by a Certified and Registered Professional Building and Property Inspector, on the structures, systems and components related to the property, with a concise written report. This report will detail all observed defects, anomalies and general conditions found on the property at the date and time of the inspection.
(*complete pages 8, 12, 13 to 15 & 17*)



Option 3: In-Depth Inspection with written report and photos (0 to 200m² = R 4 800-00. Thereafter R 24-00/m² under roof additional)

An in-depth property inspection, done by a Certified and Registered Professional Building and Property Inspector, with a detailed written report of the property conditions, including photos of our findings. This report exceeds our Standards of Practice (SOP) and identifies observed cosmetic, functional, material and or structural defects, as well as safety hazards relating to relevant systems and components on the property, at the date and time of the inspection. (*complete pages 8, 12, 13 to 15 & 17*)





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RESIDENTIAL BUILDING AND PROPERTY INSPECTION BROCHURE

Option 4: Walk-Through Inspection—Detailed Visual and Verbal only

(0 to 200m² = R 2 800-00. Thereafter R 14-00/m² under roof additional)

A walk-through visual and verbal property inspection, done by a Certified and Registered Professional Building and Property Inspector. This is a detailed visual and verbal inspection, with a quick turn-around time, to assist the Client in determining the viability of the proposed property purchase. This verbal inspection will discuss any major material and functional defects found on the property at the date and time of the inspection. There is no written report for this inspection. (*complete pages 8, 9, 10, 11 & 17*)



Option 5: Builder Snag List Inspection—Bullet Point

(0 to 100m² = R 2 800-00. Thereafter R 28-00/m² under roof additional)

A detailed Snag List inspection by a Certified and Registered Professional Building and Property Inspector. All new construction work will be inspected. An itemised ‘bullet point snag list’ report will be compiled, which can be added to the owner’s personal list. This snag list is to be given to the builder/developer/contractor to correct and complete. The list will include any observed material, damp and moisture ingress, installation of components and systems defects, as well as cosmetic defects.



Option 6: Detailed Snag List Inspection— Comprehensive Report

(0 to 100m² = R 4 600-00. Thereafter R 46-00/m² under roof additional)

Option 6 includes all of Option 5 plus a comprehensive snag list inspection report including supporting photos. This option supplies the client with a detailed written report and understanding of the issues at hand and the possible causes. Remedial recommendations may be made, to assist the owner in having corrections made. The Snag List will include such matters as; observed material defects due to incorrect application, incorrect installation and potential failures that could occur. (*complete pages 8, 12, 13 to 15 & 17*)





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RESIDENTIAL BUILDING AND PROPERTY INSPECTION BROCHURE

Option 7: Annual Maintenance Inspection—Visual and Verbal only

(First hour = R 2 600-00. Thereafter R 780-00/hr additional)

A walk-through visual and verbal Maintenance inspection, done by a Certified and Registered Professional Building and Property Inspector. This is a quick turn-around verbal and visual inspection of the building, discussing major material and functional defects found on the property. There is no written report for this inspection, but could be upgraded to Option 8 or Option 9.

(complete pages 8, 9, 10, 11 & 17)



Option 8: Annual Maintenance Inspection—Bullet Point

(0 to 200m² = R 3 800-00. Thereafter R 19-00/m² under roof additional)

A comprehensive Maintenance Inspection by a Certified and Registered Professional Building and Property Inspector. A to-the-point written report detailing all observed material, component and system defects in the building. Potential safety hazards will also be noted in the report. There are no photos included in this report. This option is upgradeable to Option 9.

(complete pages 8, 12, 13 to 15 & 17)

DETERMINED	EGRESS	YES
	1. Are emergency exit doors clearly marked?	
	2. Are devices/alarms installed and functioning so that they do not impede emergency egress?	
	3. Are doors hung to be readily opened from the egress side when building is occupied?	
	4. Are exit signs clearly visible?	
	5. Are exit doors clearly marked?	
	6. When exits are not readily visible, is access marked by readily visible signs?	
	7. Are means of egress obstructions/impediments free?	
	8. Are stair wells adequately lite, are handrails secure and treads firmly attached to steps?	

Example

Option 9: Annual Maintenance Inspection— Comprehensive Report

(0 to 200m² = R 4 800-00. Thereafter R 24-00/m² under roof additional)

A comprehensive Maintenance Inspection by a Certified and Registered Professional Building and Property Inspector. This written report details an in-depth view of the entire building and property and includes supporting photos. This report exceeds our Standards of Practice (S.O.P.) and identifies observed major cosmetic, functional, material and structural defects. Potential safety hazards will also be noted in this report.

(complete pages 8, 12, 13 to 15 & 17)





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COMMERCIAL BUILDING AND PROPERTY INSPECTION BROCHURE

Option 10: Commercial Property Inspection—Visual and Verbal only

(0 to 300m² = R 3 900-00. Thereafter R 13-00/m² under roof additional)

A walk-through visual and verbal Commercial property inspection, done by a Certified and Registered Professional Commercial Building and Property Inspector. A detailed visual and verbal inspection, with a quick turn-around time, to assist the Client in determining the viability of the proposed property. This verbal inspection will discuss any major material and functional defects found on the property at the date and time of the inspection. There is no written report for this inspection. (*complete pages 8, 9, 10, 11 & 17*)



Option 11: Comprehensive Commercial Inspection with written report only

(0 to 300m² = R 5 700-00. Thereafter R 19-00/m² under roof additional)

A comprehensive Commercial property inspection, done by a Certified and Registered Professional Commercial Building and Property Inspector, on the structures, systems and components related to the property, with a concise written report. This report will detail all observed defects, anomalies and general conditions found on the property at the date and time of the inspection. (*complete pages 8, 12, 13 to 15 & 17*)



Option 12: In-Depth Commercial Inspection with written report and photos

(0 to 300m² = R 7 200-00. Thereafter R 24-00/m² under roof additional)

An in-depth Commercial property inspection, done by a Certified and Registered Professional Commercial Building and Property Inspector, with a detailed written report of the property conditions, including photos of our findings. This report exceeds our Standards of Practice (SOP) and identifies observed cosmetic, functional, material and or structural defects, as well as safety hazards relating to relevant systems and components on the property, at the date and time of the inspection. (*complete pages 8, 12, 13 to 15 & 17*)





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IMPORTANT INFORMATION

RESIDENTIAL PROPERTY INSPECTIONS

- All inspected buildings will be included in the total chargeable square meterage, so please specify any structure/s or building/s that need to be omitted from our inspection. All structures and buildings will be inspected by default.
- Payment for Visual, Verbal and Assessment Consultation Inspections is required prior to the inspection, upon receipt of our Company invoice. Proof of payment to be forwarded to us at least 1 hour before commencement of inspection. Any additional buildings/areas will be charged after the inspection, by invoice.
- Payment for all other Residential Inspections is required within seven (7) days from date of our Company invoice. The report will only be released to the client once payment has cleared our account. The client remains liable at all times for the total amount due, as per the Inspection Option selected.
- On-Site inspection duration varies, depending on the inspection requested. A minimum of 1 hour is standard time.
- It is not a pre-requisite that anyone be present during the inspection period, but you are welcome to attend, should you wish to.
- Additional persons may be required by the Inspector to assist during the inspection.

COMMERCIAL PROPERTY INSPECTIONS

- All inspected buildings will be included in the total chargeable square meterage, so please specify any structure/s or building/s that need to be omitted from our inspection. All structures and buildings will be inspected by default.
- All necessary security clearances and accesses to be arranged by the client, prior to the arrival of the Inspector at the premises.
- Payment for Visual, Verbal and Assessment Consultation Inspections is required prior to the inspection, upon receipt of our Company invoice. Proof of payment to be forwarded to us at least 1 hour before commencement of inspection. Any additional buildings/areas will be charged after the inspection, by invoice.
- A 25% deposit is required on acceptance of our quotation for all other Commercial Inspections. The balance is due within fourteen (14) days from date of our Company invoice. The report will be released to the client prior to payment occurring, with the understanding that the client remains totally liable for any outstanding fees due as per the selected Option chosen.
- On-Site inspection duration varies, depending on the inspection requested. A minimum of 2 hours is standard time.
- It is not a pre-requisite that anyone be present during the inspection period, but you are welcome to attend, should you wish to.
- Additional persons may be required by the Inspector to assist during the inspection. The client will be notified in advance of such extra staff.

INSPECTION CATEGORIES



Property and Building Inspections

An Inspection done by a Internationally Certified Residential and Commercial Property Inspector, as well as a Nationally Registered Building Inspector.

The work encompasses the following, and is executed within the Scope of Work as laid down by InterNACHI® and SACAP®.

- Property inspection for aesthetic appeal
- Property inspection for saleability.
- Roof Inspection
- Damp and moisture intrusion inspection
- Mould and Air Quality inspection.
- Systems and component functionality
- Cosmetic defects
- Structural integrity and defects



Structural Engineering Inspections

An Inspection done by a Qualified and Registered Structural Engineer.

The work encompasses the following, and is executed within the Scope of Work (IDoW) as laid down by ECSA.

- Structural integrity of all building components
- Structural integrity of all free standing walls.
- Storm water compliance and design
- Analysis of steel structure frames and framework
- Structural analysis
- Structural design work
- Structural Inspections for ISO 18001 Certification



Architectural, Building Code and NBR Compliance Inspections

An Inspection done by a Qualified and Registered Building Surveyor and Architectural Technologist

The work encompasses the following, and is executed within the Scope of Work (IDoW) as laid down by SACAP.

- Construction compliance with the NBR (National Building Regulations), SANS10400 and Building Standards Act 103 of 1977 as amended.
- Compare as built to as drawn of Architectural drawing works.
- Auditing of Compliance Certificates
- Auditing of Local Authority approvals and consents viz. Site Development Plans (SDP), Building Plans, Fire Plans, Occupation Certificates, Fire Clearance Certificates etc.
- Updating of outdated Architectural Works at the fee structure, as per the IDoW



Other General Charges and Exclusions for all Options

Our inspections do not include specialised systems such as alarms, electric fences, solar heating systems, Solar Power (PV Panels), Generators etc. Please enquire beforehand if there is a specific system or component you are concerned about, and we will let you know if that is included in our inspection. Special arrangements can be made at an extra cost to have any specialist system/s inspected.

Extra charges may apply for properties that are badly damaged, neglected or very old, or that require above average time to inspect and report on. These properties are identified as distressed properties or 'fixer-uppers' that require attention. This should be discussed with C-BAT' Building and Property Inspectors beforehand as these types of inspections are time consuming when inspecting.

If the grounds are larger than 1500m², and there is a necessity to inspect many improvements separate from the main building/s on the property, or if the property is commercial, a small holding/plot or a farm, extra charges may be levied. A detail of this pricing is available on request.

Extra charges will apply for property inspections outside of a 120km radius of the provincial capital at a rate of R 4-20 (four rand twenty cents) per km to and from the inspection site. Extra charges could apply for Toll Fees.

Please confirm with C-BAT S.A. on all extra charges, prior to commencement and completion of Booking Agreement enclosed herein.

Reports and Inspections

Our Controlling Body's, set of Standards Of Practice (SoP) and Code of Ethics (CoE), are the minimum framework for all our inspections.

Above and beyond this we can include specified areas of concern, as raised by our client. These areas of concern would be inspected by either us, or an approved Professional Person and or Organization, duly authorised to execute such specific inspections.

Our inspections cover a large array of areas in the construction and building industry, and we therefore recommend that our client inform us as to their needs, and where possible we will oblige in assistance.

We do not include a 'Costing-to-Repair' of any major items included in our report. We may however recommend separately, as part of our services rendered, a referral of person/s and or organizations that we deem to be satisfactory in their quality of work and service delivery. At no time do we take onus, responsibility and or liability for these referrals . *(see page 18 for more info)*

1. ROOF: Primary covering material,, Gutters, Downpipes, Vents, Flashing, Skylights, Chimney and General Structure Condition	5. INTERIOR: Doors & Windows, Walls, Ceilings, Floors, Stairways & Safety
2. ROOF SPACE: Ceiling Insulation, Underlayment, Roof Framing, Ventilation and General Structure Condition.	6. Fireplace, Heating System, Cooling System
3. EXTERIOR: Wall covering, Siding, Flashing & Trim, Windows, Doors, Decks, Stoops, Porches, Handrails, Balustrade, Eaves, Soffits, Fascia, Vegetation, Surface Drainage, Retaining Walls, Driveways, Walkways, Aprons, Boundary Walls, Pool, Outbuildings.	7. PLUMBING: Main Water Shut-Off & Meter, Water Supply, Gas, Taps, Fixtures & Faucets, Drainage & Waste System, Geyser, Baths, Bidets, Sinks, Showers, Basins
4. CELLAR, CRAWLSPACE & STRUCTURES: Cellar Access & Safety, Sub Flooring, Moisture & Leaks, Foundations and Plinth Walls (where visible)	8. ELECTRICAL: Plugs, Switches, Lights, Distribution Board, Electrical Meter, Wiring (where visible)
	9. CUPBOARDS: Built-In Cupboards for damp and mould, Bathroom Cupboards for damp and mould, Kitchen Cupboards for damp and mould and General Condition.

Services Required and Booking Agreement

Property Address: _____

Date for required inspection: _____

Time for required inspection: _____

Which inspection Option are you selecting between (1 and 12) _____ from the lists on Pages 1 to 4?

Which inspection type do you require?



1

1

1

Property and Building Inspection

Architectural and Building Code Inspection

Structural Engineering Inspection

Other

Do you require specific services?



If you do require 'specific services' or 'other services', please list below your needs or requirements

Specific or Other Services requested by the Client:-

Appointment of and Booking Agreement—Options 1, 4, 7 & 10 (T's & C's)

This AGREEMENT made this _____ day of _____ 20_____

By and between

C-BAT S.A. (Pty) Ltd

(hereinafter referred to as "The Inspector")

And

The undersigned

(hereinafter referred to as "The Client")

Collectively referred to herein as "The Parties"

Understand and agree that I / We The Client, have selected either Option 1 or Option 4 or Option 10, Walk-through, Visual and or Assessment Inspection Agreement, as selected by me/us on page 8 of this document.

1. The Walk-through fee (hereinafter referred to as the "Initial Fee") of R _____ (_____ rand), as mutually agreed upon by the Parties, as per quotation number _____, dated ____/____/____, covers the initial first hour of the inspection, or as specified and set out in the specific Option selected. Thereafter, the fee escalates at a rate as set out in the relevant and applicable Option. Fees for hourly rates are calculated at per hour, or part thereof. This fee escalation is additional to the Initial Fee. The Initial Fee is payable at least 1 (one) hour prior to commencement of the inspection. Any additional fee amounts due to The Inspector, over and above the aforementioned amounts, need to be paid upon conclusion of the inspection, into The Inspector's bank account, and proof of payment to be supplied to the person who executed the inspection on site, while he/she is still on site.
2. As understood and stipulated herein, the term "Walk-Through or Assessment Consultation Inspection" is comprised of a visual walk-through inspection of the building / property being inspected, and is concluded with oral comments summarising The Inspector's observations. ***A Walk-Through or Assessment Consultation Inspection is not a residential or commercial property inspection as defined by any Standards of Practice, and or any Controlling Body's Standards of Practice.*** This is a 'visual only observation' of the property inspected, as at the date and time of the inspection, and an overall verbal review given. This inspection does not follow any other Controlling Body's Standards of Practice, State or Provincial Laws or any Municipal By-Laws governing home or property inspections. The Inspector's comments are a mere subjective overview of his/her initial observations during the walk-through. Should The Client require an in-depth inspection, as stipulated in our relevant Standards of Practice, and specified in this Brochure and Agreement, The Client is then required to complete 'Booking Agreement Option 2 or 3' following herein, so as to appoint The Inspector to perform such in-depth Residential or Commercial property inspection as deemed necessary and or required. The Client understands that any Controlling Body of The Inspector, is not a party to this agreement, has no control over The Inspector, and does not employ or supervise The Inspector or any of his/her employees and or associates / affiliates.
3. The following tests/inspections will not be executed under Option 1 Walk-Through inspection. (i) Radon which is a harmful gas. (ii) Mould. (iii) Compliance with relevant Building Codes. (iv) The presence or dangers of such materials as asbestos, lead paint, soil contamination, or other environmental hazards or violations.
4. The Inspector's Walk-Through inspection as well as any and all comments made, are for The Client's personal use only. The Inspector is not responsible for use of, or misinterpretations of any comments made by The Inspector in any format, by Third Parties. Third parties who rely on The Inspector's comments in any way, means or form, do so at their own risk and release The Inspector, including his/her employees, business entities related to, associated with or (cont.)

Appointment of and Booking Agreement—Options 1, 4, 7 & 10 (T's & C's)

4. (cont.) connected to him/her, from any liability whatsoever. If The Client or any person acting on behalf of The Client provides the verbal report to a third party, who then implements and or commences legal action of whatever nature against either The Client or The Inspector, The Client releases The Inspector from any liability and agrees to pay The Inspector's costs and legal fees in defending such action/s. The Inspector's Walk-Through inspection and comments made, are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or sustainability of the home/building/structure/ complex/estate or any of its components therein. The Inspector disclaims all warranties, express or implied, to the fullest extent permitted by Law.
5. ***Limitation on Damages.*** The Inspector assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, The Inspector's liability is limited to liquidated damages in an amount not greater than the fee agreed upon in this Agreement and or paid. The Client waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the home/building/structure/complex/estate. The Client acknowledges that this liquidated damage is not a penalty, but that The Parties intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between The Parties, and (iii) enable The Parties to perform a walk-through inspection for the agreed-upon fee and Option selected by The Client. The choice of selecting Option 1, Option 4 or Option 10 Walk-Through/Assessment Consultation Inspection, by The Client, is done at The Client's own free will. The choice of this Option is The Client's own decision and is executed without any influence by The Inspector and or his/her employees, associates, affiliates or any other bodies/persons so deemed as to create a biased situation.
6. The Inspector does not perform plumbing, electrical, solar installations et al of whatever nature, or any other job function/s requiring an occupational license in the jurisdiction where the property is located. If the person executing the inspection should hold a valid occupational license, he/she may inform The Client of such, and The Client may hire the person/individual to perform additional functions. Any agreement for such additional services/functions shall be in a separate written agreement, and carry the written consent of The Inspector.
7. ***Waiver of Right to Sue.*** Due to the limited nature of the Walk-Through / Assessment Consultation Inspection, The Client hereby waives his/her rights to sue The Inspector, due to or under any negligence theory presumed. Should The Inspector execute the Walk-Through / Assessment Consultation inspection, as per The Client's request in this Agreement, The Client also waives his/her rights to sue The Inspector for breach of any contract/s. If however, The Client believes that he/she has a claim against The Inspector, The Client agrees to provide The Inspector with the following; (i) written notification of The Client's claim within seven days of discovery, with sufficient detail and supporting documentation, so that The Inspector may evaluate The Client's claim and (ii) grant The Inspector access to the premises, within seven days, to investigate such claim/s. Failure to comply with these conditions releases The Inspector from all liability.
8. ***Venue / Attorney's Fees / Waiver of Jury.*** The Client hereby agrees that the exclusive venue for any litigation arising out of this Agreement, shall be in the Judicial district of The Inspector's principal place of business. Should The Client fail to prove any claim against The Inspector, The Client then agrees to reimburse all legal costs, expenses and Attorney's fees incurred by The Inspector, in defending such claim or matter, to The Inspector. This to be done within 30 days of the final Judicial outcome. Further to the aforementioned, The Client agrees that the exclusive venue for any legal action against InterNACHI® and any other Controlling Body/s itself, allegedly arising out of this Agreement or The Inspector's membership with InterNACHI®, or any other Controlling Body/s will be in the jurisdiction of the Controlling Body/s place of office. Before bringing any such action, The Client must provide InterNACHI® or the Controlling Body/s with 30 days written notice of the nature of the claim, with sufficient detail and supporting documentation, so that InterNACHI® or the Controlling Body/s may evaluate such claim/s. In any action against The Inspector, InterNACHI®(cont.)

Appointment of and Booking Agreement—Options 1, 4, 7 & 10 (T's & C's)

8. (cont.) InterNACHI® or Controlling Body/s, The Client waives trial by jury or applicable adjudication method and principles applied in the jurisdiction area.
9. Should a Court declare any provision of this Agreement invalid, the remaining provisions of this Agreement remain in effect. This Agreement represents the entire agreement. There are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promises made by The Inspector shall be binding, unless reduced to writing and signed by The Inspector and or one of his/her duly authorised officers. Any modifications to this Agreement must be in writing and signed by The Parties to this Agreement. This Agreement shall be binding upon and enforceable by The Parties and their heirs, executors, administrators, successors and assignees. The Client will have no cause of action against The Inspector after three months, from date of the Walk-Through / Assessment Consultation inspection.
10. Past fees due, for The Inspector's Walk-Through / Assessment Consultation inspection, shall accrue interest at the Repo Rate of the day plus 3,75%, per month, or at an interest rate such as determined by a Court of Law. The Client agrees to pay all costs and Attorney's fees The Inspector has incurred in collecting all outstanding fees due to The Inspector. If The Client is a Business, Corporation or similar entity, the duly appointed Proxy/Representative/Authorised Person personally guarantees payment of the fee/s.
11. If a Court finds any term/s of this Agreement ambiguous or requiring judicial interpretation, the Court shall not construe that term/s against The Inspector by reason of the rule that any ambiguity in a document is construed against the party drafting it. The Client is granted the opportunity to consult qualified Counsel prior to signing this Agreement.
12. If The Client is more than one individual, then it is noted that the signatory to this Agreement, is the duly appointed Proxy for all individuals/parties to this Agreement, and that all individuals/parties carry the same onus and responsibility to this Agreement.

Inspection required at _____ H _____ on the _____ 2023 at (address) _____

I/We _____, Owner / Representative / Proxy (delete which is not applicable), declare that I/We have read through this document and Agreement, and that I/We agree to and understand the contents of this document and Agreement and the related information presented to me/us by The Inspector.

Signature of (Owner / Representative / Proxy)
(in agreement with aforementioned)

Full Name/s
(that need to appear on the Report)

Contactable Number

E-Mail address (for sending Report to)

Appointment of and Booking Agreement for all other Options (T's & C's)

This AGREEMENT made this _____ day of _____ 20_____

By and between

C-BAT S.A. (Pty) Ltd

(hereinafter referred to as "The Inspector")

And

The undersigned

(hereinafter referred to as "The Client")

Collectively referred to herein as "The Parties"

Understand and voluntarily agree as follows;

1. The inspection fee (hereinafter referred to as "The Fee") of R _____ (_____ thousand rand), as mutually agreed upon by the Parties, as per quotation number _____, dated ____/____/____, covers the inspection scope of work as per the Option selected.
2. After completion of the on-site inspection, The Inspector will e-mail an invoice to The Client for the work done, as agreed upon, in this document. The report may be released prior to receipt of payment, but with the understanding that The Client remains liable at all times for the inspection fees due to The Inspector. Please note that the inspection report (hereinafter referred to as "Report"), takes time to compile, and a minimum period of 5 (five) working days is required to generate the Report.
3. All rights reserved. Copyright / Proprietary Rights subsists in this Report. No part of this Report may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic or mechanical, without the prior permission in writing of the Author / Inspector. Any unauthorised reproduction of this work or any part thereof will constitute a copyright / proprietary right infringement and render the doer liable under both civil and criminal law.
4. No part of this Report may be used in or for litigation matters without the prior permission in writing of the Author / Inspector. Any usage of this work or any part thereof for litigation matters, will constitute a copyright / proprietary right infringement and render the doer liable under both civil and criminal law.
5. All payments for the inspections completed by The Inspector and or his/her duly appointed representative, are due within 7 (seven) days from date of invoice. Payments received later than 7 (seven) days from date of invoice, or as mutually agreed upon in writing by The Parties, will accrue an interest penalty calculated at the Repo Rate of the day plus 3,75%, per month, and or as controlled or governed by the Financial Institutions in South Africa. Please note; NO CHEQUE PAYMENTS ARE ACCEPTED! Any payment placed on hold by any Bank in South Africa, besides for normal EFT clearance, will be deemed as Non-Payment.
6. If the inspection is cancelled by The Client within 24 hours, prior to the agreed time and date herein, the full price as quoted herein and agreed upon by The Parties, for the inspection, will be charged and be due by The Client. These hours are working hours, from 08h00 till 17h00 weekdays and exclude weekends and public holidays.
7. Please ensure that the arranged time and date is set, and that it's understood that The Inspector would need at least a minimum of 1 (one) to 3 (three) hours to conduct the inspection, unless otherwise agreed upon in writing by The Parties. Please note that the time frame is directly related to the size of the building / property being inspected. The Inspector reserves the right to levy full inspection fees for an interrupted or cancelled inspection once The Inspector has arrived on site, for the inspection. The only exception to this interruption or cancellation, is if The Inspector believes that due to foul weather, he and his Assistant/s lives could or would be in danger, or in the case of a medical emergency involving any of the Parties privy to this agreement.
8. The Inspector agrees to perform a visual, non-invasive inspection of the property and its building/s as specified and required by The Client, and to provide The Client with a written report with or without photos included (Option dependent), identifying the defects that The Inspector both observed and deemed material. The Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for Report. The Report is only supplementary to the Seller's/Proxy's disclosure.

Appointment of and Booking Agreement for all other Options (T's & C's)

9. Unless otherwise inconsistent with this Agreement or not possible, The Inspector agrees to perform the inspection in accordance with the current Standards Of Practice of the Controlling Body/s he and or his representatives belong to. Although The Inspector agrees to follow the relevant Standards Of Practice, The Client understands that these standards contain limitations, exceptions and exclusions. The Client understands that any Controlling Body, is not a party to this Agreement and has no control over The Inspector or representations made by The Inspector and does not supervise The Inspector.
10. Unless otherwise indicated under 'Special Comments', The Client understands that the Inspector will NOT be testing for the following; i) Radon—a colourless, odourless, radioactive gas that may be harmful to humans. ii) Test for mould. iii) Asbestos. iv) Lead Paint. v) Formaldehyde. vi) Soil Contamination, and other environmental hazards or violations.
11. The Client understands that the Inspector will only determine, from a visual inspection, whether there is a possible or potential presence of environmental hazards as mentioned in Point 10. An in-depth and invasive evaluation and inspection, as carried out by a Professional Person/Body, would be required, and a scientific laboratory result needed to confirm the presence of environmental hazards.
12. The Client understands that the Inspector may inspect for compliance with applicable Building Codes, By-Laws, compliance of the NBR (National Building Regulations) and SANS10400. The Client needs to inform The Inspector in writing of this specific requirement, by noting such requirement on Page 8 of this Agreement
13. The inspection and Report are for the use of The Client only. The Inspector will not discuss observations with repair persons, and or other interested parties. The Inspector and The Client shall be the sole owners of the Report and all rights to such. Any sharing of this Report should be agreed to and discussed by both Parties. In certain instances, sharing the information with an Estate Agent, Contractor / Developer / Legal Body, could be beneficial. Please confirm or deny consent, as aforementioned, on the final page of this Agreement.
14. The Inspector accepts no responsibility for use or misinterpretation by Third Party/s. Third Party/s who rely on this information in any way, do so at their own risk and release the Inspector (including employees, business entities related to, affiliated to or associated with) from any liability whatsoever. Any Third Party/s who rely on the Report in any way also agree to all provisions in this Agreement. The Inspector's inspection of the property and the Report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or sustainability of the property / building or its components.
15. The Client and all Party/s privy to the Report, understand and accept that all information, as disclosed and or mentioned in the Report, is true and correct at the date and time of the inspection, to the best of the Inspector's knowledge, and that variances and deviations can occur in the interim. It is therefore understood by all Parties, that the Inspector (including employees, business entities related to, affiliated to or associated with) cannot and will not be held liable in any way, form or means, for consequential variances and or deviations that occur on or in the property, after the date and time of the inspection.
16. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by Law. If any structure or portion of any structure that is to be inspected is a Log Home, Log Structure or includes similar Log Construction, The Client understands that such structure/s have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection only. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roof's or similar defects.
17. The Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arise in the future. The Client acknowledges that the liability of the Inspector, its agents and or employees, for claims for damages, costs of defence or suit, Attorney's fees and expenses arising out of or related to the Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the Report, shall be limited to liquidated damages in an amount equal to the fee paid to the Inspector, and that this liability shall be exclusive. (cont.)

Appointment of and Booking Agreement for all other Options (T's & C's)

17. (cont.) The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property / building/s even if the Client has been advised of the possibility of such damage/s. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended; (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Inspector and the Client; and (iii) to enable the Inspector to perform the inspection at the stated fee.
18. The Inspector performs a property inspection as per the Standards of Practice of the Controlling Body/s that the Inspector and his/her staff belong to, and will not offer a Certificate of Compliance for any part of the property and or building/s such as electrical, plumbing, engineering etc., unless The Inspector holds a valid license to do so, in which case he/she may inform The Client that he/she is so licensed, and is therefore qualified to go beyond the basic property inspection, and for an additional fee, perform additional inspections beyond those within the scope of the basic property inspection. Any agreement for such additional inspections shall be in a separate writing, and written consent obtained from C-BAT S.A. (Pty) Ltd, for such work.
19. In the event of a claim against The Inspector, The Client agrees to supply The Inspector with the following; (i) written notification of adverse conditions found, within 14 (fourteen) days of discovery; and (ii) access to the premises to ascertain such adverse conditions found and discovered. Failure to comply with the aforementioned conditions, will release The Inspector and its agents from all obligations or liability of any kind.
20. The Parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the Municipal District in which The Inspector has its principal place of business. If The Client fails to prove any claims against The Inspector in a Court of Law, The Client agrees to pay all legal costs, expenses and fees of The Inspector in defending said claim/s. The Client further understands that any legal action against any Controlling Body that The Inspector and or its staff belong to, itself allegedly arising out of this Agreement or The Inspector's relationship with any Controlling Body/s, must be brought only in the District Court of Johannesburg, South Africa. No such action may be filed unless the plaintiff has first provided the Controlling Body/s with 30 (thirty) days' written notice of the nature of the claim.
21. If any Court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between The Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of The Inspector or its agents shall be binding unless reduced to writing and signed by The Inspector. No change shall be enforceable against any party unless it is writing and signed by The Parties. This Agreement shall be binding upon and enforceable by The Parties and their heirs, executors, administrators, successors and assignees. The Client shall have no cause of action against The Inspector after 1 (one) year from the date of the inspection.
22. Payment of the fee/s to The Inspector (less any deposit noted herewith or herein) is due upon completion of the on-site inspection, or as mutually agreed with in writing and signed by all The Parties. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including Attorney's fees, if any. If The Client is a Corporation, (Pty) Ltd, or any similar entity, the person signing this Agreement on behalf of such entity, does personally guarantee payment of the fee/s by the entity.
23. If The Client requests a re-inspection, the re-inspection is also subject to all terms and conditions set forth in this Agreement.
24. This Agreement is not transferable or assignable.
25. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other, by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

Booking Agreement—Acknowledgement and Undertaking

Inspection required at _____ H _____ on the _____ 2022 at (address) _____

I / We _____, Owner / Representative / Proxy (delete which is not applicable), declare that I / We have read through this document and Agreement, and that I / We agree to and understand the contents of this document and Agreement and the related information presented to me / us, by The Inspector.

Further to the aforementioned;

I / We do not grant permission to The Inspector to share any findings in this report with anyone.

I / We grant permission to The Inspector to share any findings in this report with —

_____ *(please complete)*

Signature of (Owner / Representative / Proxy)

(in agreement with aforementioned)

Full Name/s (that need to appear on the Report)

Contactable Number

E-Mail address (for sending Report to)

Inspection Preparation and the POPI, Act 4 of 2013

When doing a Property Inspection, irrespective of the type of inspection, The Inspector has to enter the physical property boundary/s as well as the building structure/s.

For this to occur, certain information needs to be disclosed by The Inspector to either the Seller/Owner/ Landlord and or Tenant, on the procedures and policies that need to be taken into consideration, and which need to be abided by, by all Parties concerned.

The POPI Act came into effect on 1 July 2021, and clearly states what is deemed as “protection of privacy”.

Due to the nature of our business, we are required to obtain personal information from and about our client.

We need to access the property in totality or as required/requested/restricted by our client.

Due to the nature and type of work we execute, we would access personal areas within the building/s we inspect, so as to determine if any faults, defects, etc are not present at the time and date of our inspection.

It is noted that at all times either our Client/Seller/ Owner/Landlord and or Tenant, have(cont.)

..... (cont.) the right to refuse us access to specific and or restricted areas. Our report will reflect such request, and would have a general and or specific comment made about the restricted area/s in question.

We take photo/s of personal as well as public spaces and areas, so as to substantiate and support our claims and findings.

We do not take photos of personal belongings.

We do not move any personal belongings, or clear storage area/s during our inspection/s.

As this is potentially deemed as “invasion of privacy”, we wish to clearly state that C-BAT S.A. (Pty) Ltd, will at all times comply with POPIA.

All information obtained, gained and recorded in any format, will be stored in a safe place, by using Managed Firewalls, strong Antivirus software, and VPN’s to disguise our location/s.

No personal information gained, obtained of any nature and or type will be disclosed to any Third Party.

An Information Officer has been appointed, within the Company, to oversee that all requirements are met at all times .

Inspection Preparation by Property Occupant

1. Ensure that all utilities (electrical, gas, plumbing etc) are turned on. Utilities are tested and checked during the inspection.
2. Ensure access to electrical panel/s (DB), attic space, crawl space, garage area and all interior and exterior rooms is void of any obstruction/s.
3. Please ensure pets are secured in a safe space/ area during our inspection/s. We do not take any liability for pets escaping the property during our inspection/s.
4. Ensure that all window and door coverings are drawn aside, e.g. blinds, curtains, security gates etc.
5. Ensure that all access remotes (remote controls) for doors and gates are available for The Inspector.
6. The Inspector requires information regarding the locality of water shut-off valves, electrical meters and utilities are.
7. Ensure access to all surfaces in storage areas, as well as internal and external areas. Clutter limits the inspection process.
8. We do not move any storage items, furniture and or vegetation.
9. Ensure that all doors are unlocked and or keys are available for access to locked areas.
10. Ensure all wash-up areas are void of articles such as clothing, dishes etc.
11. We open wardrobes and cupboards to inspect functionality and or presence of fungal growth and damp. Please ensure that valuables are stored in a safe place, should such be needed.

Inspection Preparation and the POPI, Act 4 of 2013

A property inspection entails a detailed, non-invasive view of the interior and exterior of the property as a whole. To assist The Inspector in conducting a productive inspection at the date and time, we request that the area/s that are to be inspected, be free and clear of clutter and access be granted, where restrictions have not been imposed.

The Inspector would require between 1 (one) to 3 (three) hours to conduct a property inspection, dependant on the size of the property. This is relevant and dependant on many factors, e.g. size of property, size of building/s etc. The larger the property to be inspected, the longer the duration of the inspection.

Please note that additional staff may accompany The Inspector , to assist him/her in doing the inspection.

Consents and Permissions

I /We _____, Owner / Representative / Proxy / Tenant / Landlord (delete which is not applicable), declare that I/We have read through this section of the document with reference to Inspection Preparation and the POPIA Act 4 of 2013, and that I/We agree to, and understand the contents of this section of the document, and the related information presented to me/us, by The Inspector.

Further to the aforementioned, I/We _____ agree to the following declaration by Me/Us;

Do give permission and consent to The Inspector to take photos of the property, as required for the inspection report, as mentioned elsewhere in this document

Do Not give permission and consent to The Inspector to take photos of the property, as required for the inspection report, as mentioned elsewhere in this document.

RESTRICTED AREAS— The following area/s on or in my property are restricted to any access.

Signature of (Owner / Representative / Proxy / Tenant / Landlord)

(in agreement with aforementioned)

Full Name/s

Contactable Number

InterNACHI® STANDARDS OF PRACTICE (SOP)

InterNACHI® Standards of Practice for Inspecting Residential and Commercial Properties



Inspector's Credentials



Lenn Victor (CPI, CCPI, BS)



Choosing a Home Inspector, is not something to take lightly, as you are dealing with a large investment when buying or selling your property.

InterNACHI®, is the International Association of Certified Home Inspectors. Therefore, a reputable Home Inspector will be certified with this Organization, to best protect your interests.

As an InterNACHI® Certified Professional Inspector, I must comply with a strict Code Of Ethic (CoE) and International Standards Of Practice (SOP) for both International and South African markets.

Being a Registered BCO/Building Surveyor with SACAP, carries the same liabilities and responsibilities. Therefore, you as our client, are in very capable and secure hands when dealing with myself and the organizations I represent.

Certifications, Registrations and Memberships:

Internationally Certified Professional Inspector (CPI®) - NACHI20110224

Internationally Certified Commercial Property Inspector (CCPI®) - NACHI20110224

Internationally Certified Mould Inspector— NACHI 20110224

International Member In Good Standing—International Association of Certified Indoor Air Consultants (IAC2)—IAC2-93812

Registered Building Control Officer/Building Surveyor (SACAP)—BS-68147110

Member of SAIAT—23311(SAIAT)

Member of SAIBD—V0532/2022/G/Ass

Member of GBCSA—LEN003

Member of SACPCMP—BI20627

International Member of OverSeelit®

<https://www.nachi.org/certified-inspectors/lenn-victor-137709>

https://overseeit.com/members/search?last_name=Victor

<https://sacap.site-ym.com/member/HDE-lennvictor>