

# Independent

in STRATA SERVICES



## Asbestos Report

For

*Sky Apartments*

22 Apple Avenue, Springwood, Queensland 4122



Plan Number: 22557

JOB NUMBER: 8000

Date: 10/26/2015

*Independent Inspections*

ABN 91 239 548 041

T **1300 857 149**

F 1300 857 150

M 0402 259 479

E [admin@iigi.com.au](mailto:admin@iigi.com.au)

W [www.iigi.com.au](http://www.iigi.com.au)





## SECTION 1 – ASBESTOS REPORT SUMMARY

### 1.1 Purpose of Report

We have been instructed to provide an Asbestos report that outlines the identification of materials within the common area of the building **Sky Apartments**.

### 1.2 Property Address

The property is situated at 22 Apple Avenue, Springwood, Queensland 4122.

### 1.3 Description of Building

The building consists of 12 Residential Units with Carparking and Pool areas.

### 1.4 Client


Nice Strata Management


### 1.5 Result

Asbestos Identified In Roof Sheeting





## SECTION 2 – ASBESTOS REPORT

<b>2.1 Driveway Areas</b>	<b>Suspected</b>	<b>Condition</b>	<b>Priority</b>	<b>Material</b>	<b>Sample No</b>
<b>Description and photo</b>	No				
Concrete					


<b>2.2 Main Buildings</b>	<b>Suspected</b>	<b>Condition</b>	<b>Priority</b>	<b>Material</b>	<b>Sample No</b>
<b>Description and photo</b>	No				
Rendered Walls					




2.3 Roof Areas	Suspected	Condition	Priority	Material	Sample No
Description and photo	Yes	Tightly Bound	High	Chrysotile	83449/1 , 83449/2
Tile Roof and Fibro Sheeting , Barge Board  See Lab Report Attached					

2.4 External Areas	Suspected	Condition	Priority	Material	Sample No
Description and photo	No				
Timber and Concrete					



<i>2.5 Switchboard</i>	Suspected	Condition	Priority	Material	Sample No
<b>Description and photo</b>	No				
Switchboard					

<i>2.6 Boundary Fencing</i>	Suspected	Condition	Priority	Material	Sample No
<b>Description and photo</b>	No				
Timber					



## Mandatory Signage to be installed as per Code of Practice

# ASBESTOS

**SUSPECTED IN THE BUILDING CONSULT ASBESTOS REGISTER BEFORE WORK START.**



Independent Inspections  
PH: 1300 857 149  
www.independentinspections.com.au

# ASBESTOS WARNING

**Asbestos Detected in this Building  
Consult Asbestos Register before commencing work.**



Independent Inspections  
PH: 1300 857 149  
www.independentinspections.com.au

# NOTICE

**This building has been inspected for asbestos and no asbestos has been identified.**



Independent Inspections  
PH: 1300 857 149  
www.independentinspections.com.au



## SECTION 3 – INFORMATION

<p><b>3.1 Scope of Inspection</b></p>	
<p>This Asbestos Materials Report and Register has been prepared in accordance with the National Health and Safety Commission (NOHSC) CODE OF PRACTICE FOR THE MANAGEMENT AND CONTROL OF ASBESTOS IN WORKPLACES [NOHSC: 2018 (2005)], and to meet the requirements of relevant Workplace Health and Safety Acts and Legislation in all Australian States Territories and the Commonwealth.</p>	
<p><b>3.2 Inspection Process</b></p>	
<p>In order to determine the presence of Asbestos Containing Materials on this site, the inspection process included a physical detection to Identify these materials. The inspection has been undertaken in a non destructive manner.</p>	
<p><b>3.3 Asbestos Material Register</b></p>	
<p>The Asbestos Materials Register outlines the areas inspected and which materials are suspected or identified to be Asbestos Containing Materials and the template of a Risk Management Plan.</p>	
<p><b>3.4 Laboratory Testing</b></p>	
<p>Laboratory Samples are taken as required for the identification of the type of Asbestos.</p>	
<p><b>3.5 Background</b></p>	
<p>Asbestos-base materials were used in the construction of many buildings/structures built prior to 1987. In recognition of this fact and against a background of increased public concern over the Health risks resulting from the presence of asbestos in buildings and other structures where people spend their working day, the National Health and Safety Commission (NOHSC) produced the CODE OF PRACTICE FOR THE MANAGEMENT AND CONTROL OF ASBESTOS IN WORKPLACES INOHSC: 2018 (2005)].</p>	



## 3.6 Legislation References

NOHSC Code of Practice for the Management and Control of Asbestos in Workplaces 2005

NOHSC National code of Practice for the Safe Removal of Asbestos 2005

Workplace Health and Safety Act 1995 Queensland

Workplace Health and Safety Regulation 1997, Part I - Asbestos Queensland

Occupational Health and Safety Act 2000. New South Wales

Occupational Health and Safety Regulation New South Wales

Work Health (Occupational Health and Safety) Regulations Northern Territory

Work Health Act Northern Territory

Occupational Health, Safety and Welfare (Safe Work SA) Amendment Act 2005 South Australia

Occupational Health, Safety and Welfare Regulation 1995 South Australia

Workplace Health and Safety Regulations 1998 Tasmania

Workplace Health and Safety Act 1995 Tasmania

Occupational Health and Safety Act 2004 Victoria

Occupational Health and Safety (Asbestos) Regulations 1992 Victoria

Occupational Health and Safety Regulations 1996 Western Australia

Occupational Health and Safety Act 1984 Western Australia





## SECTION 4 – REPORT NOTES

### Types of asbestos

Asbestos is commonly referred to by three types:

- chrysotile ("white" asbestos - belonging to the serpentine group)
- crocidolite ("blue" asbestos - belonging to the amphibole group)
- amosite ("brown" or "grey" asbestos - belonging to the amphibole group)

**Bonded asbestos** can be found in products such as asbestos cement sheeting commonly used in building materials.

### Friable asbestos

Friable asbestos is easily crumbled or reduced to powder by hand.

### Disposal of Asbestos

Normally, disposal of asbestos materials will be the responsibility of the contractor engaged by the Body Corporate to perform any asbestos removal works. The disposal of any asbestos materials off site will be in accordance with state and local requirements

1. This Inspection Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
2. The report is designed to be published only by the Scheme Manager to unit owners and the respective insurance company.
3. The report does not carry the right of other publication, with exception for the above, without written consent of the building inspector.
4. This report is not an engineering survey of improvements or status of the building and its contents.

### READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property.



### GENERAL CONDITIONS OF ENGAGEMENT

#### 1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

1.2 Independent Inspections Pty Ltd ("Consultant") will:

- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so.

#### 2 PAYMENT

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.

2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.

2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.

2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

#### 3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change.

#### 4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.

4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;

4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;

4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting and checking them for accuracy against an original hard copy version.

#### 5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses, loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay.

#### 6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified in the notice, the other party may, without further notice, suspend or terminate this Agreement.

6.2 Either party may suspend or terminate this Agreement by written notice to the other party:

(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity

(b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

#### 7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.



7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing and holding costs in connection with the Services.

7.3 Notwithstanding any other provision of this Agreement,

(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and

(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser.

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period.

### **8 ASBESTOS, MOULD & TERRORISM**

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.

8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.

8.3 For the purposes of this clause:

(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;

(b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and

(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

### **9 MISCELLANEOUS**

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.

9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.

9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.

9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.

9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of date and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise.