



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**



## ASBESTOS INSPECTION BROCHURE

### Option 1: Limited Asbestos Inspection

**(Min Fee = R 3 900-00. Based on a predefined area/component)**

A Limited Asbestos Inspection does not include the entire building, but is based on inspecting and testing of a specific area limited to 50 m<sup>2</sup> of potential asbestos materials, as reflected in the Booking Agreement choice. This Option may be upgraded to Option 2, should the Inspector believe that a full asbestos inspection is required of the entire building, and that such upgrade would be advantages to the health and wellbeing of all occupants in the building.

The Inspector will describe the room, component or area of the building where the Limited Asbestos Inspection was executed in his/her report.

The Inspector shall perform;

1. A limited invasive examination and sample taking, of the readily accessible visible and installed systems and components located only in the room or limited area, as mentioned and requested in this agreement. **1 (one) sample included in price.** Fees include written report, photos and findings from the Laboratory, which we include in our written report.
2. Asbestos samples taken according to the Occupational Health and Safety Act 85 of 1993 and the Asbestos Abatement Regulations 2020 published under Government Notice R1196 in GG 43893 of 10 November 2020 Sampling Procedure. PPE will be used by the Inspector, during taking of samples. Area/s to be kept clear of humans and animals during sample taking. Additional samples are charged at Laboratory rates **(R 620-00 per sample).**

The Inspector shall report on;

1. Location of the sample taken
2. The component or system that may have Asbestos
3. Remedial Action to be taken
4. Recommend Remedial Company/s who specialize in removal
5. Results from a registered and accredited laboratory analysis of all asbestos samples taken at the building.





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## **MOULD INSPECTION BROCHURE**

### **Option 2: Complete Asbestos Inspection**

**(0 to 300 m<sup>2</sup> = R 6 300-00. Thereafter, R 21-00/m<sup>2</sup> additional)**

A Complete Asbestos Inspection includes the entire building, limited to 300 m<sup>2</sup>, and thereafter charged at R 21-00/m<sup>2</sup> additional, as reflected in the Booking Agreement choice.

The Inspector will describe the rooms, components or areas of the building where the Complete Asbestos Inspection was performed in his/her report.

The Inspector shall perform;

1. An invasive examination and sample taking of the readily accessible visible and installed systems and components located in the building, as mentioned and requested in this agreement. *4 (four) samples are included in the initial fee. Additional samples can be ordered at R 620-00 per sample.* Fees include photos, outcome/s and written Laboratory report which we add to our report.
2. Asbestos samples taken according to the Occupational Health and Safety Act 85 of 1993 and the Asbestos Abatement Regulations 2020 published under Government Notice R1196 in GG 43893 of 10 November 2020 Sampling Procedure. PPE will be used by the Inspector, during taking of samples. Area/s to be kept clear of humans and animals during sample taking.

The Inspector shall report on;

1. Location of the samples taken
2. The components or systems that may have Asbestos
3. Remedial Actions to be taken
4. Recommend Remedial Company/s who specialize in removal
5. Results from a registered and accredited laboratory analysis of all asbestos samples taken at the building.
6. Any system or component that was not inspected and the reason for such.

*(complete pages 7, 9 to 12, & 14)*



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## IMPORTANT INFORMATION

### OPTIONS INCLUDE

#### Option 1

- Two material samples in the main contaminated area.
- Additional material samples (*at additional costs per sample*) are highly recommended for adjoining rooms, areas and or components to quantify asbestos presence.
- Additional material samples need to be clearly requested and defined in the Booking Agreement, so that the Inspector can ensure that he has adequate storage vessels for the samples taken.
- Fees are based on a single visit only. We do recommend that a follow-up inspection be done on completion of the remediation works, to ensure correct and accurate remediation has taken place. Follow-up inspections are done at a reduced cost. Please discuss with your Inspector.

#### Option 2

- Same as Option 1 with the exception that 4 (four) material samples taken at the Inspector's discretion, is included.



# Other General Charges and Exclusions for all Options

## Important Information continued

### Option 2—Areas that will be charged extra

1. This asbestos inspection Option, is for the primary structure and attached parking structure only.
2. This asbestos inspection is up to and including 300 m<sup>2</sup>, defined herein.
3. Additional buildings and or square meterage, are deemed as complete or limited inspections.
4. If the square meterage area exceeds 300 m<sup>2</sup> as defined herein, these additional areas will be charged at R 21-00 (twenty one rand) per square meter area extra and may include, but not limited to;
  - i. Extra roof space after the first / initial roof space
  - ii. Extra attached covered patio, braai areas or entertainment areas
  - iii. Extra outbuildings or rooms attached to the main structure
  - iv. Extra Crawlspaces, cellar/s, loft/s, basement/s etc

### Areas not counted as extra rooms / spaces (Option 2)

- Single toilets attached to bathrooms
- Small decorative balconies (Juliet Balcony)
- Small storerooms or pantries

**Note:** We do not perform material samples in uninhabitable spaces such as, but not limited to;

- Cupboards
- Crawlspaces
- Attics, etc.
- except where a client specifically defines an area / component, and so requested.

5. This list will not include every possible area, unless so specified and requested in this 'Booking Agreement', and such additional costs agreed to and paid. Please discuss any other area/s with the Inspector, that are not included in these lists, to avoid misunderstanding.
6. We are not registered VAT Vendors, and as such we do not charge VAT on any subsidiary invoice/s or service/s rendered by a Third Party.
7. An asbestos inspection takes a minimum of 90 minutes to execute. On larger buildings / areas, this will take longer.
8. To generate the Inspector's written report, with all supporting evidence for the asbestos inspection, takes a minimum of 10 working days, as this is the time period required by the Laboratory to analyse the samples submitted to them, and issue their independent report.
9. **PLEASE NOTE:** All children, pets and unauthorised person/s **ARE TO BE KEPT AWAY** from the area/s during our sample taking process. This is a prerequisite as set out in the Health and Safety Act.
10. Please allow us free movement through the area/s we need to inspect and or take material samples
11. During the asbestos material sample taking, we will be closing all doors and windows in the area/s being inspected. This is to create a controlled and restricted environment.
12. We might need water from the building at the date and time of the inspection, so please advise if there are any restrictions.

# General Information and Additional Inspection Options

## Inspection Areas

### Option 2—List of areas to be inspected

These areas will be inspected for potential asbestos components and asbestos dust

1. Roof/s
2. Ceiling/s
3. Basement, foundations and crawlspaces
4. Heating, cooling and ventilation systems
5. Plumbing
6. Attic space/s and insulation
7. Interiors
8. Walling systems and components as deemed necessary.

## Asbestos Sampling

### *Why is asbestos sampling done?*

Asbestos sampling is done for various reasons, but the main reason is to prove a hypothesis correct or incorrect.

1. Material sampling is done to confirm the presence of asbestos products and asbestos dust in a building, building component, or predefined habitable space.
2. Material sampling is done to prove or refute the presence of asbestos and asbestos dust in a building, building component, or predefined habitable space.
3. Material sampling is done where it is suspected that asbestos products / components are present or could potentially be present.
4. Material samples are taken in rooms, or of components, to either confirm or discount any asbestos and asbestos dust activity.
5. Material samples are taken where asbestos is visible or more likely to be visible, such as pipe insulation, roofing material, insulation, ceiling materials or other areas favourable for the usage of asbestos.
6. All material samples are sent to a registered Laboratory for testing. We use OHMS (Occupational Hygiene Monitoring Services) in Melkbosstrand, Cape Town. This testing and analysis period is roughly 7 to 10 days.
7. On completion of testing and analysis, the Laboratory generates a written report, with possible photos of their findings.
8. The Laboratory's written report confirms or denies the presence of asbestos within a building, building component, or area.
9. We generate our report based on the Laboratory results, advise our client as to the strategy and remedial action to be taken, and how to resolve the issue at hand.

## Referenced Sources

[Asbestos Abatement Regulations, 2020 GG43893.pdf \(labour.gov.za\)](https://www.labour.gov.za/Asbestos%20Abatement%20Regulations,%202020%20GG43893.pdf)

[Asbestos compliance and removal \(sothneysrealty.co.za\)](https://www.sothneysrealty.co.za)

[New SA Asbestos Roofing Regulation - Do You Need To Remove Your Home's Roof? | CCH \(Cape Coastal Homes / City Country Homes\)](https://www.cch.co.za/New-SA-Asbestos-Roofing-Regulation---Do-You-Need-To-Remove-Your-Homes-Roof-1)

[CRITERIA TO BE REGISTERED AS ASBESTOS CONTRACTOR \(labour.gov.za\)](https://www.labour.gov.za/CRITERIA%20TO%20BE%20REGISTERED%20AS%20ASBESTOS%20CONTRACTOR.pdf)

There are numerous resources available on the web, that advises on Asbestos and Asbestos Regulations. These are only a few websites. We recommend that our clients research medical websites, SANAS and others, that would suit / satisfy their personal interests and needs.

## Services Required

Property Address: \_\_\_\_\_

Date for required inspection: \_\_\_\_\_

Time for required inspection: \_\_\_\_\_

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Which inspection Option are you selecting between (1 and 2) \_\_\_\_\_ from the lists on Pages 1 and 2

Which inspection type do you require?  Limited Asbestos Inspection

Complete Asbestos Inspection



Do you require additional material samples?  Y  N

How many additional material samples do you require? \_\_\_\_\_

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

**Specific or Other Services requested by the Client:-**

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**Please name the areas / components that need to be inspected:-** (required for labelling specimen containers)

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_

# Decision Chart for Mould Sampling

## IAC2 Asbestos Sampling Decision Chart.

Read down under 'Conditions Column' and then across to see what is required and recommended.

Conditions	Perform Material Sampling
<i>Visible and apparent asbestos?</i>	<b>Yes</b>
<i>No visible apparent asbestos, but there are visible components and products that could be asbestos?</i>	<b>Yes</b> <ul style="list-style-type: none"> <li>• At components</li> <li>• At products</li> <li>• Areas typical of having asbestos products used</li> <li>• Other areas at the discretion of the Inspector</li> </ul>
<i>No visible, apparent asbestos and no visible products or components?</i>	<b>NO</b>

### **IMPORTANT NOTE:**

1. We only specialize in detecting potential presence of asbestos.
2. We only specialize in extracting samples for testing through a Registered Laboratory.
3. We do not generate Asbestos Management Plans, Maintenance Plans, Remediation Plans, or any other specialized services in the Asbestos field, as these services are rendered by Certified and Registered Asbestos Specialists who are SANAS accredited.
4. Any referral we may make to Asbestos Remediaters, is done in good faith, with the understanding that our clients are obliged to ensure that the remediaters are registered and certified for the type of remediation to be done.

### **TYPES AND CLASSIFICATIONS FOR REMEDIATORS—as per ASBESTOS ABATEMENT REGULATIONS, 2020**

1. **Type 1** = (a) Painting of asbestos cement products in a manner that does not require surface preparations or cause release of asbestos fibres and (b) The removal of less than 10 m<sup>2</sup> of asbestos cement products e.g. gutters insulating boards etc. ***Not required to register as an asbestos contractor with the Chief Inspector.***
2. **Type 2** = (a) The encapsulation of asbestos cement products that does not require surface preparations and (b) The removal of asbestos cement products and insulating boards. ***Requires registration as a Type 2 asbestos contractor with the Chief Inspector.***
3. **Type 3** = The removal, repair or encapsulation of any asbestos and asbestos-containing material. ***Requires registration as a Type 3 asbestos contractor with the Chief Inspector.***

*We are compliant with Section 3 (a) of the Asbestos Abatement Regulations, in that we are Internationally Certified Professional Inspectors with InterNACHI and a Member in Good Standing of the International Association of Certified Indoor Air Consultants (IAC2).*

# Asbestos Inspection Liability

## Inspection Exclusivity

1. The Asbestos Inspection Report is intended for the sole, confidential and exclusive use and benefit of the Client and the Inspector's company, and has no obligation or duty to any other party.
2. The Inspector and his Company accepts no responsibility for use by third parties.
3. There are no Third Party beneficiaries to this Agreement.
4. Notwithstanding the foregoing, the Client understands that the Inspector and his Company may notify the homeowner/s, occupant/s, or appropriate public agency/s and Authorities of any condition/s discovered that may pose a safety or health risk.

## Limitation of Liability

It is understood that the Inspector and his Company, as well as the Laboratory, are not insurers, and that the inspection report and laboratory analysis report shall not be construed as a guarantee or warranty of any kind. The Client agrees to hold the Inspector and their respective officers, agents and employees harmless from and against any and all liabilities, demands, claims, and expenses, incidental thereto for injuries to person/s and for loss of, damage to, or destruction of property, cost of repairing or replacing, or consequential damage arising out of or in connection with this inspection.

## Limitations Period

Any legal action arising out of this agreement or its subject matter must be commenced within 3 (three) months from date of the inspection, or it shall be forever barred. The client understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.

# Appointment of and Booking Agreement All Options (T's & C's)

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By and between

HDE Consultancy (Pty) Ltd, t/a C BAT Building and Property Inspectors  
(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 10 (ten) 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 at the nominal rates prescribed by law, which currently stands at 2% per month, and or as controlled or governed by the Financial Institutions in South Africa, at the date and time of this agreement. 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 minor invasive material sampling of the building component/s as specified and required by The Client, and to provide The Client with a written report identifying the Laboratory findings and outcome, and recommend remediation.

# Appointment of and Booking Agreement All Options (T's & C's)

9. 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.
10. 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) 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 Laws, By-Laws, compliance of the NBR (National Building Regulations), Building Standards Act 103 of 1977 as amended, and SANS10400, and other. The Client needs to inform The Inspector in writing of this specific requirement, by noting such requirement on Page 6 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, without the written consent of The Client.. 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 page 14 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 ..... (cont.)

# Appointment of and Booking Agreement All Options (T's & C's)

17. .... (cont.) 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. 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 HDE Consultancy (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 Cape Town, 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 in 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 \_\_\_\_\_ 20\_\_\_\_ at (address) \_\_\_\_\_

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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)*

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Signature of (Owner / Representative / Proxy)

(in agreement with aforementioned)

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

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Contactable Number

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E-Mail address (for sending Report to)

## Inspection Preparation and the POPIA, 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 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 HDE Consultancy (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 accessible. Utilities are inspected 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 all utilities.
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 for potential presence of asbestos. Please ensure that valuables are stored in a safe place, should such be needed.

## **Inspection Preparation and the POPIA, Act 4 of 2013**

An asbestos inspection entails a minor invasive sample taking of identified material/s and or component/s, deemed to be constructed of asbestos / asbestos composite. 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. 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.

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

(in agreement with aforementioned)

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Full Name/s

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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 organization/s 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 OverSeelt®

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

[https://overseeit.com/members/search?last\\_name=Victor](https://overseeit.com/members/search?last_name=Victor)

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