

CLAUSE A.1 – TERMS AND CONDITIONS

PAYMENT

Payment is due on the date of inspection/treatment. A \$10 fee per week will be charged on overdue invoices to cover administration costs incurred when following up unpaid invoices.

SITE ACCESS

Action Termite Solutions will need to be notified at least 48 hours before any scheduled appointment if the property is undergoing any building renovations, high pressure cleaning, window cleaning, house cleaning or carpet cleaning as this may prevent us proceeding with the inspection/treatment.

CANCELLATION FEES

Please note that our office hours are Monday to Friday 8:00AM – 5:00PM and Saturday 8:00AM – 12:00PM. Any cancellations for upcoming appointments will need to be made within these hours.

Once your appointment is scheduled a confirmation text message and email are sent to every client. Every appointment scheduled has been done so as a mutual agreement between Action Termite Solutions and you as a client. A friendly reminder text message is sent 24 hours prior to your booking once again confirming your appointment.

If cancellation of your upcoming appointment is made less than 48 hours prior to your scheduled appointment, a cost of \$40.00 including GST will be invoiced. This is to help cover the loss of income incurred by Action Termite Solutions. As a business we will still need to pay the wages to our staff whether the job proceeds or not. If another job can be scheduled in place of your cancelled appointment, no cancellation fee will be incurred.

If cancellation of your upcoming appointment is made at the time of the scheduled appointment (once the technician has arrived on site) you will incur an \$80.00 including GST cancellation fee. This is to help cover the loss of income incurred by Action Termite Solutions. As a business we will still need to pay the wages to our staff whether the job proceeds or not. If another job can be scheduled in place of your cancelled appointment, no cancellation fee will be incurred.

Cancellation fees will be charged if client cancels due to inconvenience, difficulty, price or has forgotten about the appointment unless 48 hours of clear notice has been provided to our office by phone call (if not answer a message left), text message or email.

FEE INCREASE UPON SITE ASSESSMENT

Action Termite Solutions hold the right to increase the quoted price if the technician arrives on site to find that the price quoted was for a property described as a standard property but it infact is substaintly larger due to extra living areas, office spaces and outbuildings that were not disclosed at the time of the quote.

All quotes provided over the phone are to be used as a guide only.

DAMAGE TO UNDERGROUND SERVICES

Action Termite Solutions will take no responsibility for the costs incurred as a result of damage to under ground services such as electricity, water, waste or tele-communication services. All care will be taken by Action Termite Solutions to ensure we try not to disturb any underground services, however no guarantees can be given. If you are aware of the whereabouts of any underground services, please discuss this with the technician upon their arrival.

We are happy to help facilitate any repairs but your details will be provided to the relevant parties for the payment of all repair invoices.

PEST CONTROL WARRANTY

Action Termite Solutions offer a 6 month pest control warranty on all pest control services if the following conditions have been met.

- Client has read the Pest Control Treatment Certificate in Full
- Access was made available to all integral areas of the structure
- All recommendations around improvement of hygiene or removal of conducive conditions were removed (i.e – changes of storage to coffee grounds and compost scraps)
- This warranty does not cover German Cockroach infestations or Spiders
- Payment has been made in full on completion of the job
- Client has refrained from mopping and cleaning the floors for a minimum of 72 hours after treatment has been completed.
- Client is required to respond to confirmation email from info@actiontermite.com to confirm they have read and understood the terms and conditions of the warranty.

TERMITE INSPECTIONS

SPECIAL CONDITIONS

1. The Timber Pest Detection Consultant reserves the right to reject any request for inspection at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The Timber Pest Detection Consultant shall not be liable for failure to perform any duty or obligation that the consultant may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, inevitable accident, inability to obtain labour or transportation, or any cause outside the reasonable control of the consultant.

SERVICE

As requested by the CLIENT, the inspection carried out by the TIMBER PEST DETECTION CONSULTANT ("the Consultant") is to be based solely on one of the following options:

Option 1 A Standard Timber Pest Detection Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note 1) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Unless otherwise agreed and noted in "Special Conditions or Instructions" for this report request, the acceptance criteria against which the subject building will be assessed is: The building being inspected is to be compared with a similar building (see Note 2). To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Note 1. With strata and company title properties, the inspection is limited to the interior and the immediate exterior of the particular residence to be inspected. Common property is not inspected as part of the Report.

Note 2. If the building is not comparable to a similar building (e.g. due to unusual design or construction techniques), then the inspection shall be based on the general knowledge and experience of the Consultant.

Option 2 A Special-Purpose Inspection Report must include the defined purpose, scope and acceptance criteria on which the inspection report is to be based. A Special-Purpose Inspection Report may include Option 1 as well as the particular requirements of the Client which are specified and where applicable attached to this document.

Option 3 In addition to Option 1 a Subterranean Termite Management Proposal in accordance with Australian Standard AS 3660.2 to treat infestation and/or manage the risk of future subterranean termite access to buildings and structures.

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue. The Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in the Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

LIMITATIONS

The Client acknowledges:

1. The Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. The inspection only covers the Readily Accessible Areas of the Building and Site. The inspection does not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (HYLOTRUPES BAJULUS) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. The Report is not a structural damage report. Neither is it a warranty as to the absence of timber pest attack.
6. If the inspection is to be limited to any particular type(s) of timber pest (e.g. termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. The Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. The Inspection Report is to be produced for the use of the Client named in this Pre-Engagement Inspection Agreement. The Consultant or their firm or company are not liable for any reliance placed on the report by any third party.

EXCLUSIONS

The Client acknowledges:

1. The Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a Timber Pest Management Proposal, which is adequately specified.
2. Inspection of the Roof Exterior is outside the scope of this inspection

DEFINITIONS

Timber Pest Attack means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity means tell tale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:

(a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the areas is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and

(b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client means the person or persons, for whom the Timber Pest Detection Report is to be carried out or their Principal. (i.e. the person or persons for whom the report is being obtained.)

Timber Pest Detection Consultant means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to distance of 50 metres from the main building(s).

Timber Pests means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

(a) CHEMICAL DELIGNIFICATION - the breakdown of timber through chemical action.

(b) FUNGAL DECAY - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

(c) WOOD BORERS - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

(d) TERMITES - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing means where appropriate the carrying out of Tests using the following techniques and instruments:

(a) ELECTRONIC MOISTURE DETECTING METER - an instrument used for assessing the moisture content of building elements;

(b) STETHOSCOPE - an instrument used to hear sounds made by termites within building elements;

(c) PROBING - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and

(d) SOUNDING - a technique where timber is tapped with a solid object.