



PEST REPORT - TERMS AND CONDITIONS

SPECIAL CONDITIONS

1. The Consultant reserves the right to reject any application at the consultant's absolute discretion. In this event, any fees, deposit or other monies paid by the client will be refunded.
2. The 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.
3. Cancellation fees will be charged if the inspection is cancelled by the client or the client's representative within a 24 hour period prior to the confirmed inspection date. Cancellation fees are half the nominated inspection fee. The client acknowledges and accepts that an administration fee of \$150.00 may be added to your account if your account is not settled within 14 days of your completed inspection/s.
4. The report is produced for the client only. The consultant is not liable for any reliance placed on the report by any third party. For reference purposes a copy of the companies reports will be retained for a period of 60 (sixty) days only.

SCOPE

Unless specified in writing, the Timber Pest Detection Report deals only with the detection, or non-detection of *Timber Pest Attack* and *Conditions Conducive to Timber Pest Attack* discernible at the time of inspection.

As requested by the *Client*, the assessment is to be based solely on the following site inspection carried out by a *Timber Pest Detection Consultant* of the *Readily Accessible Areas of the Building and Site*:

- Option 1** A visual examination of timber and other visible accessible and unobstructed materials/areas (but excluding furniture and stored items) susceptible to attack by *Timber Pests*, and the carrying out of *Tests* (see Limitation No 1 below).
- Option 2** An inspection report, which may include Option 1 as well as the particular requirements of the Client, which are specified and attached to this document, where applicable.
- 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.

If the Client has any doubt about the Scope of the Report please discuss your concerns with the Consultant before ordering the Report or on receipt of 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, builders 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 seldom detected 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.

DISPUTE RESOLUTION

In engaging our services, the client hereby agrees and accepts to abide by our dispute resolution process.

If the client becomes aware of any concern regarding this Report, the client must notify our office immediately. Upon receipt of the client's complaint, we will endeavour to resolve the matter with the client in a telephone conversation. An onsite visit with the client may be required in an effort to address and resolve the matter.

If we are unable to resolve the matter onsite, we will respond to the client's complaint in writing within 14 days.

If the client is not satisfied with our response, the client may choose to contact the relevant local authority.



DEFINITIONS

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

Timber Pest Activity means telltale 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.

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 recommended competency standard set out in Australian Standard AS 4349.3.

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, tree stumps 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