

1.0 Your understanding of a Timber Pest Inspection: To avoid any misunderstanding as to the inspection we will carry out and as to the scope of the resulting report you should immediately read, sign and return a copy of this agreement to us by fax: (08) 8371-1763 or e-mail: mail@allstatepest.com.au

1.1 If you fail to sign and return the copy to us and do not cancel the requested inspection then you agree that this document forms the agreement between you and us. We will carry out the inspection and report as ordered by you in accordance with this agreement.

1.2 In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and the report.

1.3 If there is anything in this agreement that you do not understand then, prior to the commencement of the inspection, you must contact us by phone or in person and have us explain and clarify the matter to your satisfaction. Your failure to contact us means that you have read this agreement and do fully understand the contents.

2.0 The Inspection: The Inspection will be in accord with the requirements of Australian Standard AS 4349.3 Inspection of buildings Part 3: Timber Pest Inspections. You can obtain a copy from Standards Australia.

2.1 The inspections will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which reasonable access is both available and permitted. Unless written permission has been obtained from the owner of the property to allow a more invasive physical inspection.

2.2 The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some splinter testing on structural timbers in the sub-floor or roof void. Splinter testing will not be carried out where the inspection is being carried out for a client who is a purchaser and not the owner of the property. The inspector may use a moisture meter to check moisture levels where the visual inspection indicates that there may be a need to further test the area.

2.3 The inspection will not include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions.

2.4 The inspector cannot see or inspect inside walls, between floors, inside flat roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The inspector will not dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless the owner of the property has given us written permission.

2.5 With your written request and the written permission of the owner of the premises we will perform a more invasive physical inspection (Special Purpose Inspection and Report) that may involve: **a)** moving or lifting of insulation, **b)** moving stored items, furniture or foliage during the inspection **c)** physically touch, tap, test and where necessary force or gouge suspected accessible timbers; **d)** gain access to concealed voids by way of cutting traps and access holes. Inspection time for special purpose reports will be greater than for a visual inspection and will involve added cost. This style of report is available by ordering with several days' notice. They involves disruption in the case of an occupied property, and some permanent marking are likely. The owner must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

2.6 If the property to be inspected is occupied then furnishings or household items may be concealing evidence of timber pests, that may only be revealed when the items are moved or removed. In some case the concealment may be deliberate.

2.7 A purchaser of the property to be inspected should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

3.0 Scope: A pre-purchase timber pest inspection in accord with AS 4349.2. The inspection and resulting report will be confined to reporting on the discovery, or non-discovery, of infestation and or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date of the inspection.

3.2 The Inspection will not cover any other pests and the report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) will be excluded from the Inspection.

3.3 Mould (mildew). No inspection for mould is carried out at the property and no report on the presence or absence of mould is provided. Mould and fungi or their spores may cause allergic reactions in some people such as asthma and dermatitis. If mould is present you should seek advice from your State Government, local Council or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

3.4 The inspector will report any evidence of a termite treatment found. Where evidence of a treatment is reported then the client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.

4.0 Timber damage: Where this report includes comments in relation to the severity of timber damage or the presence of a safety hazard, it must be understood that this is not a qualified builder's opinion. It is essential that any timber damage be referred to a suitably qualified building professional to obtain a special purpose building report relating to the extent of the timber damage. The full extent of damage may only be revealed by invasive inspection methods including probing and the removal of lining materials. Unless written permission from the owner of the property has been obtained, this type of invasive inspection has not been carried out and you should understand that the extent and or severity of timber damage may be found to increase significantly on such an invasive inspection.

4.1 The references contained within this report that refer to the extent of timber damage have only been included to assist in determining treatment specifications or to report on any major safety hazard. The references are made not to quantify the damage and must not be relied upon to determine the costs of repair or for the purposes of occupational health and safety.

4.2 If timber pest activity or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber.

4.3 You agree that neither we nor the individual conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5.0 Third Parties. Any person who relies upon the contents of this report does so acknowledging that the above clauses define the scope and limitations of the inspection and form an integral part of the report. The report is made solely for the use and benefit of the client named on the front of this report and no liability or responsibility whatsoever, in contract or in tort, is accepted to any third party who may rely on this report wholly or in part. Any third parties acting or relying on this report do so at their own risk.

6.0 Special Condition. We shall not be liable for failure to perform any duty or obligation that we 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 our reasonable control.

7.0 Complaints Procedure. In the event of any dispute or claim arising out of, or relating to the inspection or the report, or any alleged negligent act or omission on our part or on the part of the individual conducting the inspection, either party may give written notice of the dispute or claim to the other party. If the dispute is not resolved within fourteen (14) days from the service of the written notice then either party may refer the dispute or claim to a mediator nominated by us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

8.0 Definitions. For the purpose of this inspection, the definitions below apply. You should read and understand the following definitions of words used in this agreement and the report. This will help you understand what is involved in a timber pest inspection, the difficulties faced by an inspector and the contents of the report we will provide you following the inspection.

8.1 Access hole = means a hole in the structure allowing entry to an area.

8.2 Active = means the presence of live timber pests at the time of inspection.

8.3 Inactive = means the absence of live timber pests at the time of inspection. Note: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

8.4 Timber Damage. a) **Minor** - Damage that is surface damage. The integrity or serviceability of the timbers does not seem to be impaired; b) **Moderate** - Damage that is more than surface damage. The integrity or serviceability of the timbers does not seem to be impaired; c) **Severe** - Damage that appears to be significant. The integrity or serviceability of timbers may be impaired. (Important see item 4 above)

8.5 Safety Hazard- Damage caused by Timber Pest Attack that appears to be at imminent risk of collapse of structural members and may pose a safety hazard.

8.6 Reasonable Access = means access to areas where safe, unobstructed access is provided and the minimum clearances specified below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers and does not include the use of destructive or invasive inspection methods nor does it include cutting or making access traps or moving heavy furniture, floor coverings or stored goods. **Roof Interior Access hole** = 400 x 500mm - **Crawl Space** = 600 x 600mm - Height accessible from 3.6m ladder. **Roof Exterior** = Must be accessible from a 3.6m ladder. **Subfloor Access** = In most cases the minimum requirements are **Access Hole** = 400 x 500mm - **Crawl space** = 600 x 600. However the inspector shall determine whether sufficient space is available to allow safe access to confined areas.

8.7 Report = means the report issued to you by us following our inspection of the property.

8.8 Termites = means subterranean and dampwood termites (white ants) and does not include Dry wood termites.

8.9 Timber Pests = means subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot).

8.10 Our/Us/We = means Allstate Pest Control Pty Ltd and/or the individual named that you have requested to carry out a timber pest report.

8.11 You/Your = means the party identified as the Client on the face page of this agreement, and where more than one party all such parties jointly and severally, together with any agent of that party.

9.0 Payment Terms. You agree to pay upon invoice the total agreed fee as detailed above. The report and its findings will be released to you once payment has been made.