

Flick™
AN ANTICIMEX COMPANY

Timber Pest Inspection Report

In Accordance with AS 4349.3

Flick Anticimex Pty Ltd
Ballina
Unit 6, 31 Cessna Crescent, Ballina, NSW, 2478
flick.com.au
ballina@flick.com.au
13-14-40

VISUAL TIMBER PEST INSPECTION REPORT

Prepared in accordance with Australian Standard:

AS 4349.3-2010: Inspection of Buildings - Timber Pest Inspections

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Submitted by: Ayden Miners @ 15:03:56 15 Jun 2023 Version: 42
Submission ID: 14064082
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1. CLIENT DETAILS

The Client is the person or entity for who the inspection is being undertaken.

Service Order Number	222174249
Client Name	. .
Client Company Name	Common Equity NSW
Client Address	P O Box 246, Bangalow, NSW, 2479
Client Phone	02-6688-4715
Client Email	ncwhc@hotmail.com
Property Inspected Address	25a Smith St, Clunes, NSW, 2480
Inspection Date:	09 Jun 2023
Inspection Time:	02:00 pm

It is highly recommended that the Property be re-inspected if this Report is being considered more than thirty days after the Inspection Date.

People present at the time of Inspection:	Client
Weather Conditions at time of inspection:	Dry

On a large Property (as reasonably determined by the Inspection Provider), the part of the Property subject to the Inspection will be thirty (30) meters from the main building (as nominated by the Client).

Strata Properties

If the Inspection relates to a Property that is part of any kind of strata or company title, the Inspection will be limited to the interior of the nominated residence/unit and the immediate exterior of the building/features being Inspected. The Inspection will not include any of the common areas, any areas not owned by the Client, or documents or records related to the body corporate of the Property.

2. ABOUT OUR AGREEMENT

Inspection Requested

Inspection Type requested:	Visual Timber Pest Inspection In accordance with AS4349.3-2010

Inspection Provider Details

The Inspection Provider is the legal entity responsible for the Inspection and issuing the Report.

Name (hereafter "Inspection Provider"):	Ballina
Address	Unit 6, 31 Cessna Crescent, Ballina, NSW, 2478
Phone	13-14-40
Email	ballina@flick.com.au

3. INSPECTION SUMMARY

It is very important to note that the following is a Summary only and must be read together with the entire Report.

There are Limitations, Notes, Terms and Conditions that must be read, understood and acknowledged as part of the entire Report that is not included in this Summary. If any discrepancy exists between this Summary and the main Report, the main Report will prevail in terms of that inconsistency.

ACCESS

Are there any areas that were obstructed and access should be gained?	Yes, see Section 5
Are there any areas that were restricted and access should be gained?	No
Are there any areas that are High Risk and access should be gained?	No

ACTIVITY

Were active termites found?	No
Was a termite nest located?	No
Was visible evidence of termite workings or damage found?	No
Was visible evidence of borers of seasoned timbers found?	No
Was visible evidence of damage caused by fungal decay?	No

SAFETY & RISK

Were any major safety hazards regarding termite damage / workings identified?	No
Were any major safety hazards regarding borers identified?	No
Were any major safety hazards regarding fungal Decay identified?	No
Are further inspections recommended?	
In our opinion, the susceptibility of this property to timber pests is considered to be	MODERATE, read report in full

4. ABOUT THE PROPERTY INSPECTED

Specialist tools and equipment used for the inspection	Moisture Meter
	Sounding Tool
The front facade of the dwelling faces:	Approximately Northeast
Site Topography:	Falls to the Northeast
Type of Structure:	Detached house
Height of Structure:	Two Storey
Wall Construction:	Weatherboard
Floor Type:	Timber Floor

Please note that If the building, or any part thereof, includes a concrete slab, there is the possibility of a concealed termite entry and therefore a higher probability of termite attack.

Roof Type:	Trusses
Property Furnishing Status:	At the time of the inspection the property was fully furnished

FURNISHED PROPERTIES:

If the Property is furnished, the Inspection will not include those areas of the Property that cannot be Inspected due to furniture, furnishings, stored items, wall or floor coverings etc.,and this limitation may conceal evidence of Timber Pest activity. If this limitation is present, a further inspection is highly recommended.

Property Occupancy Status:	At the time of inspection the property was occupied

5. AREAS WE WERE UNABLE TO INSPECT & WHY

OBSTRUCTED ACCESS:

The Inspection did not include areas that were inaccessible. Obstructed access areas are areas that were not accessible at the time of inspection due to temporary obstructions.

Were there any obstructions that may conceal possible timber pest attack?	Yes
Obstructed Areas:	The Interior
	Roof Void
	Fences
Interior Obstructions:	Furniture
	Flooring
	Fixtures
	Items/belongings stored against wall
	Items/belongings stored to cupboards
	Limited access to skirting boards
Roof Void Obstructions:	Insulation
	Low clearance to the outside edges of roof void
	Sarking
Fence Obstructions:	Vegetation
Additional Comments:	Roof space timbers including top plates and ceiling joists were concealed by insulation obstructing inspection.

It is important to note that as an inspection of the above areas was not possible at the time of the inspection, timber pest activity or damage may therefore exist in these areas.

RESTRICTED ACCESS:

The Inspection did not include areas that were inaccessible. Restricted Access areas are areas that were not accessible at the time of inspection due to permanent restriction or locked entry.

Were there any normally accessible areas that had restricted access?	No

HIGH RISK AREAS:

The Inspection did not include areas that were inaccessible. High Risk areas are areas where access was not possible at the time of the Inspection but are deemed to be of high risk for concealed Timber Pest Activity.

Were there any High Risk Area(s) to which access should be gained or fully gained?	No

The Inspection requested is a visual, non-invasive inspection in accordance with our Agreement and the Standard and as such, has limitations that would be effectively addressed through an Invasive Inspection.

Is an Invasive Inspection recommended to this property?	No

6. FINDINGS & OBSERVATIONS

Report on the location and details of timber pest activity detected at the time of the Inspection in accordance with the Scope of the Inspection.

ACTIVE TERMITES (LIVE INSECTS)

Were live termites found at the time of the inspection?	No active termites found at time of the inspection

TERMITE NEST(S)

Where a termite nest is located on or near the property, the risk of termite infestation is increased.

Was a termite nest found at the time of Inspection?	No termite nests found at time of the inspection

TERMITE DAMAGE AND/OR WORKINGS

Was evidence of termite workings or damage found?	No termite damage or workings found at time of the inspection
Additional comments	No active termites were found at the time of inspection

SUBTERRANEAN TERMITE TREATMENT

Is a termite treatment recommended?	Yes

EVIDENCE OF A POSSIBLE PREVIOUS TREATMENT

Was evidence of a previous treatment located? (this may include drill holes, dusting or baiting)	Yes
Description of the evidence found:	Treatment sticker in meter box

IMPORTANT: If Live Termites, Termite Nests, or Termite Damage has been detected at the Property, then it is highly likely that concealed termite activity and timber pest damage exists.

A more invasive inspection is highly recommended to be carried out.This is outside the Scope of our Agreement for this Inspection.

It is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

IMPORTANT: If any evidence of previous Timber Pest treatments or records of previous actions have been detected at the Property, then it is highly likely that concealed termite activity and timber pest damage has occurred in the past and may still exist.

A more invasive inspection is highly recommended to be carried out.This is outside the Scope of our Agreement for this Inspection.

It is strongly recommended that the full extent of any such activity and damage be fully understood through the engagement of a Licenced Builder, Structural Engineer or appropriately qualified expert.

It is also recommended that the Purchaser make further inquiries with the Vendor regarding the history of Timber Pests at the Property and in particular, if any Termite Activity has ever occurred at the Property, including but not limited to, any trees on the Property.

Is this a System Warranty Inspection for Flick Anticimex installed systems such as Termguard, Granitgard, Flickguard?	No
Was there evidence of the termite Management System being bridged or breached?	No

Was this inspection for maintenance of an existing Timber Pest Management Plan?	No

DURABLE NOTICE

If a Property has a history of Termite Activity, records or details related to previous action taken can be useful in determining whether the action taken was appropriate. A Notice of Application or a Durable Notice are examples of this type of record and are often located in the meter box, sub-floor joist or kitchen cupboard and provide useful information in determining future pest management.

Was a durable Notice found at the time of this inspection?	Yes

Date of Treatment(s): (if known)

Durable Notice Photos



The Inspection undertaken is a visual inspection only and therefore no representations can be made with regard to work historically performed. We strongly recommend that if possible, the client requests copies of any reporting related to previous activity or treatments including related warranties and dates of actions.

WOOD BORERS

Borers are beetles that are considered a timber pest as the borer larvae live and feed within timber. If damage is identified, the Borers should be considered as active.

Borer activity is often identified by the exit holes or Frass (borer dust), however there may be delays between the initial infestation and visibility of the activity, so it is possible that borer activity exists that is not visible at the time of inspection

Was visible evidence of borers found at the time of Inspection?	No

FUNGAL DECAY

Fungal Decay is often found in conjunction with Timber Pest damage and early stages of decay may not be detectable visually. A very small number of species can be found in or on the surface of timber and only certain types of fungi actually damage wood. Mould fungi for example are only found on the surface of the timber but do not damage the wood. Other fungi such as Sapstain fungi consume the sapwood sugars but do not significantly impact the structural strength of the timber. Other types of rot such as Brown Cubical Rot or White Rot Fungi can cause wood to decay especially in poorly ventilated subfloor zones leading to destruction of the timber.

Was evidence of Fungal Decay found at the time of the inspection?	No

7. CONDUCIVE CONDITIONS TO TIMBER PEST ATTACK

Conducive Conditions are elements around a Property or environmental factors that could increase the likelihood of Timber Pest attack.

In addition to Timber Pest damage and the existence of Timber Pests at the Property, Conducive Conditions can be identified due to certain construction methods, types of timber used, reduced sub-floor ventilation, increased moisture levels or dampness, storage of timber materials under and around the property and close proximity of garden beds to concrete slabs.

WATER LEAKS

Water leaks can lead to increased moisture levels that are conducive to timber pest attack and can come from a number of sources including overflows and leaking from appliances such as hot water systems and air conditioning units. Leaks can also result from the lack of effective moisture barriers, faulty waterproofing membranes, leaks or cracks in damp-proof courses and plumbing and ineffective stormwater and drainage systems.

Were water leaks found at the time of inspection?	No

If leaks are detected, it is recommended that a suitably qualified plumber or builder is engaged to rectify as soon as possible.

WATER TANKS

If Water Tanks are installed, they may include overflow pipes or ineffective drainage. It is therefore possible that any build up of water will lead to increased dampness or moisture and therefore conditions conducive to timber pest activity.

Was a water tank(s) located at the time of inspection?	Yes
Is there a need for work to be carried out to rectify overflow drainage:	No

It is recommended that suitable drainage is in place to prevent any retained water or buildup of moisture.

HIGH MOISTURE READINGS

Elevated moisture levels, or the moisture content of building materials, can be an indicator of Timber Pests and is a clear conducive condition to Timber Pest attack.

Were high moisture readings found at the time of Inspection?	No

If high moisture levels have been reported, it is important to ensure further expert advice is obtained in order to determine the reason, extent of any damage caused and estimated cost of rectification as areas with high moisture are more prone to Timber Pest attack.

SITE DRAINAGE

Poor site drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, impacting timber materials around the Property can be conducive to wood decay and Timber Pest attack.

We claim no expertise in plumbing and drainage, however it appears that site drainage is generally:	Adequate

Properties on sloping sites that experience run-off from the elevated side of the Property or from neighbouring properties need to ensure effective site drainage. Attention should also be given to garden beds impacting ventilation and weep holes, downpipe flow and the slope of paving and paths around the perimeter of the Property.

Where site drainage is deemed inadequate, remedial action should be undertaken by an engineer, plumber, drainer or licensed builder.

SUBFLOOR DRAINAGE

Poor drainage leads to water retention and the increased likelihood of moisture. Increased levels of moisture, particularly in areas such as the Property subfloor is conducive to wood decay and Timber Pest attack.

We claim no expertise in plumbing and drainage, however it appears that subfloor drainage is generally:	Adequate

VENTILATION

Adequate ventilation and subsequent airflow, particularly in areas such as the Property subfloor is an important contribution to reducing moisture levels and reducing the likelihood of Timber Pest establishment within the Property.

At the time of inspection ventilation appeared to be:	Adequate

The subfloor ventilation is an important factor to keeping the floor frame dry and free of moisture. Where ventilation is deemed inadequate, any obvious blockages or obstructions should be removed and if required, an engineer, licensed builder or suitably qualified expert should be engaged to assess and rectify.

MOULD

Mould visible on walls, floors or ceilings is a strong indicator of high moisture levels, poor ventilation or both and therefore creates an environment conducive to wood decay or Timber Pest attack.

Was evidence of mould growth found at the time of Inspection?	No

If evidence of mould is recorded, there may be a range of associated health or environmental issues to be investigated. An appropriately qualified inspector should be engaged as a high priority to investigate and advise.

EXTERNAL EXPOSED TIMBERS

Different species of timber are better suited to be used for external exposed areas than others.

The fitness for purpose of the visible structural timber exposed to the weather and / or water appears to be:	Adequate

If wooden elements exist that are exposed to the weather, the timber may be damaged by Timber Pests. It is possible to minimise damage through regular maintenance such as painting or treating the timber however, replacement of inappropriate materials with more suitable materials should be considered to reduce the likelihood of Timber Pest activity.

It is recommended that professional advice be sought on the suitability of materials used for the given circumstance.

SLAB EDGE EXPOSURE

Concrete slab edges provide an exposure point, particularly for Termites.

Does the slab edge inspection zone fully comply?	N/A

The concrete edge should not be concealed but rather, a visible inspection zone of at least 75 mm should be maintained to allow visible detection of possible termite activity with regular Inspections undertaken in accordance with AS 3660.3.

If the edge is concealed, it is possible that termite entry may already have occurred but could not be detected at the time of Inspection. A Licensed Builder may also be contacted to find alternative solutions to the problem if visibility is not readily available.

ANT CAPPING

Ant Caps or Strip Shields are a corrosion-resistant metal shield placed on top of brickwork or building elements to prevent hidden termite access and therefore enable visibility of activity

We claim no expertise in building. However, in our opinion the termite shields appear to be:	Adequate

To maintain the integrity of the shields, all joins should be adequately soldered and sealed or they will be deemed unsuitable for the purpose intended. Any open joints should be rectified and repaired to order to remain usefulAdditionally, a chemical treated zone may be required to hinder concealed termite access as damaged or missing ant caps increase the risk of termite attack.

WEEPHOLES

All Weep holes must be kept clear at all times to assist in airflow and ventilation, allow condensation and moisture release and to provide clear visibility thereby helping to reduce the chance of undetected termite entry.

Were the weep holes clear and free flowing?	No weep holes located

It is common for weep holes around the perimeter walls of a Property to be hidden or obstructed by paths, grass, garden beds, rendering, decking or stored materials. Any weep holes covered or not clearly visible are susceptible to concealed entry by termites. Every effort should be made to ensure all weep holes are clear and visible.

OTHER CONDUCIVE CONDITIONS

Details of other conducive conditions	The surrounding bushland provides a natural environment for subterranean termites The trees in yard could conceal termite activity.

RECOMMENDATIONS AND CONCLUSIONS

FREQUENCY OF INSPECTIONS FOR THE DETECTION OF TIMBER PEST INFESTATIONS

Timber Pest activity is a very regular occurrence in Australia and so regular monitoring and inspections are encouraged to assist in early detection and therefore help mitigate damage done.

The overall risk is assessed by the Inspector at the time of Inspection taking into account variables such as the Property location, the building components and conducive conditions that are present. Risk levels are subjective and can only be used as an indicative guide.

Australian Standard AS 3660.2-2017 recommends that inspections be undertaken no less than every twelve months and where the likelihood of timber pest activity is greater, the regularity should be increased.

It is important to note that the Inspections themselves will not stop timber pest activity, however the sooner the activity is detected, the sooner action can be taken.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, it is essential that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2017 is conducted at this property every:	6 months
In our opinion, the susceptibility of this property to timber pests is considered to be:	MODERATE
Additional Comments	Based on the evidence of this inspection it is highly recommended that a complete and continuous termiticide soil treated zone or a monitoring and baiting system be installed as per Australian Standards 3660.2. Please refer to the proposal on options.

SUBTERRANEAN TERMITE MANAGEMENT PROPOSAL

Is treatment of a known infestation or to manage the risk of future Subterranean termite entry into the buildings or structure recommended?	Yes
In addition to this report, is there a Termite Management Plan/Proposal to help manage the risk of future Subterranean Termite access to this building and structures?	Yes

Please provide a reason why a Termite Management Action Plan is not required:	Customer happy to do 6 monthly inspection only.

Submitted by: Ayden Miners @ 15:03:56 15 Jun 2023
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8. TERMS & CONDITIONS

Service Terms and Conditions

Thank you for appointing Flick Anticimex Pty Ltd ABN 85 000 059 665 (**Flick**) to supply you with certain products and/or services (**Services**).

These Terms and Conditions (**T&Cs or Terms**) comprise Part A of this document (General) and all other parts which are relevant to the Services provided to you

Part A: General

Part B: Timber Pest Inspection terms and conditions

Part C: Termite Management Plan and Proposal terms and conditions

Part D: Certificate of Treatment terms and conditions

Part E: Certificate of Installation (New Constructions - AS3660.1) terms and conditions

Part AGeneral

1 Reliance

Any certificate, report or written advice produced by Flick is for the sole use and reliance of the client named in the relevant agreement, booklet or property management plan agreement. Flick and its representatives are not liable for any reliance placed on the report by any third party without Flick's prior written agreement.

2 Assignment

You must not assign any of its rights or obligations under any contract without our prior written consent, which may be given or refused in our absolute discretion.

3 Privacy Act

Subject to us complying with the Privacy Act 1988, you authorise us and our agents to collect your personal information for the purpose of providing the services and for internal administration and operational purposes, market and customer satisfaction research and in order to comply with legislative and regulatory requirements. If you do not provide your personal information, we may not be able to provide you with our Service and Equipment. We and our agents may use your personal information and disclose it to our related bodies corporate and third parties in order to inform you about products and services, special offers and discounts provided by us, our related bodies corporate and third parties that may be of interest to you. For further information on how we deal with your personal information you can view our privacy policy at flick.com.au/privacy, call 13 14 40 or send an email to privacyofficer@flick-anticimex.com.au. If you do not wish to receive direct marketing communications from us, our related bodies corporate or third parties, please contact us at privacyofficer@flickanticimex.com.au and include your name and address and we will not send you any further direct marketing communications.

4 Limitations on liability

To the maximum extent permitted by applicable law and regulations, Flick expressly excludes any warranties or guarantees that are not expressly set out in this Agreement.

After delivery of the services to you, to the extent permitted by law, Flick is not responsible or liable to you, and you release and discharge us, (in the absence of any wilful or negligent act or omission on our part) for and from any liability claim loss damage or expense of any kind or nature (including but not limited to loss of profits earnings or income direct indirect consequential contingent or resulting liability loss or damage whether to persons property or otherwise) or death or injury caused by or arising out of or relating in any manner or incidental to the services or the delivery of the services.

5 Damage

Although all care will be taken by us, we do not assume any responsibility for damage to utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces whilst engaging in the Services. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings you should engage the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of any Services.

6 Governing law

Any agreement or terms and conditions are governed by the laws of the State where services are performed, and the parties submit to the exclusive jurisdiction of the courts of that State.

7 Termites and Environmental Conditions

7.1 The actions of property owners can be instrumental in reducing the suitability of the environment to subterranean termites. This will help in reducing the risk to the serviced structure of subterranean termite attack as well as improving the ease of inspection to the building for the presence of subterranean termites and timber pests.

7.2 For any pest management or treatment system installed by Flick (System) to work effectively, the following Environmental Conditions must be adhered to in respect of the Serviced Structure during the Cover Period:

7.3 It is important that this section is read, understood and implemented. Failure to adhere to these precautions will result in the cancellation of any free service period or timber replacement guarantee issued by Flick Pest Control.

7.4 For further advice and information contact your local Flick Pest Control representative,

7.5 **Slab edge exposure:** Where no termiticide treated zone exists, a minimum of 75mm of exposed slab edge must be maintained.

7.6 **Slab Levels:** The finished level for soil, paths, pavers, garden beds etc. must be a minimum of 75mm below weep holes.

7.7 **Storage Practices:** All areas of the subfloor and/or external perimeter of the structure should be kept clear of stored items, (a minimum clearance of 350mm away from the serviced structure is required). Any item/s stored within the property's boundaries, especially those containing cellulose such as timber, cardboard, paper, etc. must be stored in a manner that allows clear access for inspection and does not bridge, breach or disturb any part of the installed subterranean termite treated zones. Any items stored in subfloor areas must not provide accessible food for termites, hidden paths for termite entry, and must not reduce effective ventilation.

7.8 **Vegetation & Gardens**: General vegetation around foundation areas should be managed so that inspection zones and airflow are not impeded. Planting of trees near buildings must be avoided to limit root intrusion, climbing plants and/or thick vegetation growing against the side of the structure will bridge or breach the subterranean termite treated zone and provide subterranean termites with a well concealed entry point. These situations must be remedied as soon as possible by clearing plants away from the structure, leaving a clearance of at least 300mm and/or installing root barriers 300mm out from the foundation. Garden beds with coverings such as pine bark, wood-chip and/or materials containing cellulose create an environment conducive to subterranean termite activity, in addition to creating a bridge across any subterranean termite treated zones that are installed. Vegetation must be maintained so that it does not obstruct the weep holes and/or ventilation. Soil levels must be maintained at least 75mm below weep holes, any disturbance to soil adjacent to building where a termiticide treated zone is installed must be repaired immediately. Contact Flick Pest Control for assistance.

7.9 **Moisture**: Moisture sources can result in unnecessary moisture accumulation which is one of the main contributing factors in subterranean termites nesting close to, or within structures, particularly in drier areas. Moisture sources should be managed to reduce their effect on structures, surface and ground water should be diverted away from the structure by installing appropriate drainage systems. Moisture situations may result from inadequate poorly maintained:

- (a) roof drainage e.g., leaking plumbing, inadequate down-pipes;
- (b) surface drainage e.g., ground sloping towards walls, raised ground levels, garden beds and wind-blown soil;
- (c) plumbing e.g., leaking showers, unsealed tap flanges, leaking taps, cracked and perforated pipes, blocked drains and faulty connections, inadequate air conditioner and/or hot water system drainage, flashing around windows and doors, and leaking garden/lawn irrigation systems.

7.10 rainwater tanks, spas etc. installed abutting the structure pose significant moisture problems, especially when installed on a concrete pad. In such cases subterranean termites often gain entry into the structure from these concealed areas, treatment to these concealed areas is vital in any subterranean termite management plan.

7.11 **Debris Timbers:** Timber off-cuts, form timbers, etc., existing in subfloor and perimeter areas of the structure provide an attractive food source and nesting site for subterranean termites and pose an unnecessary risk. These situations must be remedied as soon as possible by removal of these items from subfloor and external areas.

7.12 **Ventilation**: Substandard ventilation in the subfloor areas of a structure result in high humidity and a moisture rich environment. Wood decay fungi and subterranean termites thrive in these conditions. Strong airflow by natural or artificial means may aid in reducing temperature and humidity in the subfloor area resulting in evaporation of soil moisture, cross-flow ventilation with the avoidance of eddy or still points should be optimized.

7.13 **Structures**: Structures such as fences, retaining walls, pergolas, etc. should be constructed using termite-resistant components. Attachments to buildings such as down-pipes, service pipes, attached fence posts, air conditioning units, hot water systems, etc. must have a nominal gap of 50mm minimum at the ground contact point to allow clear and uninterrupted visual inspection. All timber posts, fence palings, house battens, etc. in ground contact must have a nominal gap of 50mm minimum to allow clear and uninterrupted visual inspection or have an effective termiticide treated zone installed where practical.

7.14

Dead Trees and stumps: Dead trees and/or stumps are favoured nesting sites for subterranean termites and must be removed as they pose an un-necessary risk to the structure; Treatment may be conducted to these areas and is highly recommended prior to removal if subterranean termite activity is located. However, this treatment offers no protection from future/further subterranean termite activity.

Disturbance to treated soil areas: If a termiticide soil treated zone is installed to the property, the disturbance, adding to and/or removal of this soil will result in a break to the treated zone allowing subterranean termites entry through the breach, disturbance may be caused by tilling of soil, pets and/or children excavating soil, degradation and erosion by way of water runoff, installing paving and/or concrete paths, etc. Any suspected breach of the treated zone must be investigated immediately so that rectification of the breach can be undertaken. Contact Flick Pest Control for assistance.

Part B TIMBER PEST INSPECTION REPORT AND TERMS AND CONDITIONS

IMPORTANT INFORMATION:

This Timber Pest Inspection report (**Report**) has been prepared in accordance with the scope, limitations, exclusions, definitions and terms and conditions as indicated and defined in the Agreement (if applicable) and the clauses below and you agree to pay Flick for the inspection and this Report prior to or on delivery of this Report.

In the event that there is any inconsistency between the terms and conditions in this Report, the terms and conditions of the Agreement (if applicable) and any oral or written representations by Flick to you the following order of precedence applies:

1. the terms and conditions of the Agreement;
2. the terms and conditions in this Report; and
3. any oral or written representations from Flick to you.

1 INSPECTION

1.1 The inspection was in accordance with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection and this Report is to provide you, the Client, with advice about the status and condition of the Property concerning Timber Pest activity.

1.2 A copy of the Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections is available for purchase by you at your cost from Standards Australia.

1.3 The inspection was a visual and non-invasive inspection and is limited to those areas and sections of the Property to which Reasonable Access was both available and permitted at the time of inspection to Flick (and its representatives).

1.4 The Flick accredited inspector may have used a probe or screwdriver to tap and sound some timbers. The Flick accredited inspector may have used a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas, the moisture meter was not used on other surfaces by Flick Anticimex Pty Ltd except where the visual inspection indicated that there may be a need to further test the area.

1.5 The inspection did not involve any invasive inspection including cutting, breaking apart, making holes, dismantling, removing or moving objects including but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.

1.6 The Flick accredited inspector cannot see or inspect inside walls, between floors, inside skillion 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 Flick accredited inspector did not dig, gouge, force or perform any other invasive procedures. An invasive inspection can be performed by Flick if a separate contract is entered into with the owner) of the Property.

2 SCOPE OF THE INSPECTION & REPORT

2.1 This Report details any evidence of curative or preventative Termite Management Systems that were found at the time of the inspection. The inspection and this Report are 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, wood decay fungi (rot) present at time of the inspection.

2.2 The inspection did not cover and this Report does not comment on any pests other than Timber Pests. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (Hylotrupes bajulus Linnaeus) are be excluded from the inspection and this Report.

2.3 Please be aware that mildew and non-wood decay fungi are commonly known as mould is not considered a timber pest but may be an indicator of poor ventilation or the presence of Termites, wood decay or water leaks. Mould and the associated spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. Mildew and non-wood decay fungi has not been expressly identified as a Timber pest for the purposes of this Report.

3 LIMITATIONS AFFECTING THE INSPECTION AND THE REPORT

3.1 Nothing contained in this Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the Property are not, or have not been, infested by Termites or Timber Pests. The Report does not include the inspection and assessment of matters outside the scope of the Report.

3.2 Please be aware that this Report is not a guarantee that Timber Pest damage and/or a Timber Pest infestation does or does not exist. This Report cannot and does not warrant or guarantee in any way that Timber Pests will not infest the structure(s) and/or Property anytime in the future. The Report is indicative of the condition of the subject building and site at the date and time of the inspection only and is not to be constituted as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects.

3.3 The detection of "Drywood Termites" may be extremely difficult due to the small size of the colonies. Any inspection DOES NOT IN ANY WAY search for the existence of Drywood termites on the Property. An inspection for Drywood termites can be performed upon special request.

3.4 Please be aware that Active Timber Pests may have been present within concealed or partly concealed locations of the structure(s) and/or within the boundaries of the Property at the time that the inspection was carried out. It is also possible that there may be Active Timber Pest within the structure(s) or boundaries of the Property at the time of writing of the Report. 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 the inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include -- but not limited to -- fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, stored clothing/articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

3.5 Please be aware that if the Property inspected is occupied then furnishings or household items may have concealed evidence of problems, which may only be revealed when the items are moved or removed.

3.6 The Flick accredited inspector can only make comment on those areas of the Property to which Reasonable Access is both available and permitted at the time of inspection.

3.7 The Flick accredited Inspector does not possess technology advanced enough and accurate enough to thoroughly and conclusively, look inside wall cavities and other visibly and/or physically inaccessible areas of a structure, without removal of interior linings, external cladding and a myriad of other obstructions incorporated in any type or mode of building construction. New technology does exist, in the form of a limited number of instruments that do assist in more thorough inspection of concealed areas of structure(s). However, these technologies do have distinct, inherent limitations and unless expressly stated to you in writing, have not been used in the conduct of the inspection or the preparation of this Report in respect of the Property.

4 DETERMINING EXTENT OF DAMAGE

4.1 This Report does not and cannot state the extent of any Timber Pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the Property, then you must assume that there could be some concealed damage which may be structural and load bearing within the structures(s). If Timber Pest activity or damage is mentioned in this Report, it may be strongly recommended that an invasive Timber Pest Inspection (for which a separate contract is required with the owner of the property) should be carried out and you should arrange for a qualified person such as a builder, engineer or architect to carry out a structural inspection to determine the full extent of the damage and the extent of repairs that may be required.

4.2 Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither Flick nor the Flick accredited inspector conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the Report or not.

5 COMPLAINTS AND DISPUTE RESOLUTION PROCEDURE

5.1 In the event of any dispute arising out of, or relating to the inspection or this Report, you must notify Flick as soon as possible of the dispute or claim. Please contact our Branch who provided the Services at Flick Anticimex Pty Ltd of Unit 9, 145 Arthur Street, Homebush West NSW 2140: Phone number 13 14 40

5.2 You must allow Flick (which includes persons nominated by Flick) to visit the Property (the visit must occur within twenty-eight (28) days of your notification to Flick) and give Flick full access in order that Flick may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the inspection.

5.3 If you are not satisfied with Flick's response you must within twenty-one (21) days of your receipt of Flick's written response refer the matter to a mediator nominated by Flick from the Institute of Arbitrators and Mediators of Australia (**Mediator**). The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

5.4 Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of the Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the arbitrator within twenty-one (21) days of the appointment of the arbitrator;
- (b) The arbitration will be held within twenty-one (21) days of the arbitrator receiving the written submissions. The arbitrator will make a decision determining the dispute or claim within twenty-one (21) of the final day of the arbitration;
- (c) The arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs. The decision of the arbitrator is final and binding on both parties. Should the arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty-one (21) days of the order.

5.5 In the event you do not comply with the above complaints procedure and commence litigation against Flick then you agree to fully indemnify Flick against any awards, costs, legal fees and expenses incurred by Flick in having your litigation set aside or adjourned to permit the foregoing complaints procedure to complete.

6 DEFINITIONS

6.1 You should read and understand the following definitions of words used in the Agreement (if applicable) and this 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 which Flick will provide to you following the inspection.

- (a) **Access hole** means a hole in the structure allowing entry to an area.
- (b) **Active** means that live Timber Pests were sighted during the inspection.
- (c) **Agreement** means the Timber Pest Pre-Inspection Agreement (including the background and any document referred to in it) that you entered into with Flick (if any) prior to provision of this Report.
- (d) **Client** means the party identified as the client in the details on the front page of the Agreement (if any) and this Report, and where more than one party, all such parties jointly and together with any agent of that party who requested the report. If ordered by the client's agent, then it is agreed that the agent represents the client and has the authority to act for and on behalf of the client.
- (e) **Conditions Conducive** means the following conditions conducive to undetected Termite entry:
- (f) Flick means Flick Anticimex Pty Ltd (ACN 000 059 665) who is the company you have requested lo carry out a Timber Pest inspection and provide this Report.
- (g) **High moisture readings** means a reading on a moisture meter that is higher that the norm for other parts of the structure. Such high reading should be investigated by invasive means as the high reading could indicate a leak or timber pest activity and damage.
- (h) **Inactive** means that no Active Timber Pests were detected but evidence such as workings, damage, mudding or exit holes are found at the time of the inspection. NOTE: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continual, thorough, regular, inspections are essential.
- (i) **Property** means the structures, gardens, trees, fences etc. up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless you, the client specifically ordered in writing that structures, gardens, trees and fences etc. outside the fifty (50) metre radius from the exterior walls of the main building be inspected prior to the inspection, no such inspection was carried out.
- (j) **Reasonable** Access means only areas to which reasonable access was available at the time of inspection. The Australian Standard AS 4349.3-2010 defines reasonable access. Access was not made where there were safety concerns, or obstructions, or the space available was less than the following:

(i) Roof Void - the dimensions of the access hole into the ceiling space should be at least 500mm x 400mm and be accessible from a 3.6 Metre high ladder. There must be space to crawl no smaller than 600mm x 600mm.

(ii) Roof Exterior - Only areas accessible from a 3.6-metre-high ladder will be inspected.

(iii) Subfloor - Access is normally not available where dimensions are less than 500mm x 400mm for the subfloor access hole and less than 400mm of crawl space beneath the lowest bearer, or less than 500mm beneath the lowest part of any concrete floor.

- (k) Reasonable access did not include the use of destructive or invasive inspection methods. Nor did reasonable access include cutting or making access traps or moving heavy furniture or stored goods. The Flick accredited inspector determined whether or not there was sufficient space to allow safe access to confined areas.
- (l) Report means the report issued to you by Flick following Flick's inspection of the Property.
- (m) Slab Edge Exposure: Where external concrete slab edges are not exposed, this presents a high risk of concealed Termite entry. In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm (slab edge exposure of 75mm minimum from the top of the slab edge down) should be maintained to permit detection of Termite entry (during inspections). The concrete edge should not be concealed by render, tiles, cladding, flashings, moisture membranes, adjoining structures, paving, soil, turf, vegetation or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed Termite entry may already be occurring but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.Termites often gain entry into a building by tracking over the foundation slab edges. Covering the edge of a concrete slabs makes concealed Termite entry easy. Infill slab type construction has an even higher risk of concealed Termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 4349.3. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months.
- (n) **Termites** means subterranean and dampwood termites (white ants) and does not include dry wood termites.
- (o) **Termite Shields (Ant Caps**) should be in good order and condition so Termite workings are exposed and visible. This helps stop Termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is evident that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to the soil abutting the foundation piers to deter Termites from gaining concealed access to the building.
- (p) **Timber Pests** means subterranean and dampwood termites (white ants), borers of seasoned timber, wood decay fungi (rot) present and, for the avoidance of any doubt, specifically excludes dry wood termites (Family: Kalotermitidae) and European House Borer (Hylotrupes bajulus Linnaeus).
- (q) **Weep holes in external walls**: It is very important that the weep holes in brick foundation walls are not concealed or covered at all by soil, lawn, concrete paths or pavers. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow concealed or undetected Termite entry.

Part C TERMITE MANAGEMENT PLAN AND PROPOSAL TERMS AND CONDITIONS

1 Quotes, contracts and Terms

1.1 A quote or proposal given by Flick does not constitute an offer to provide any services. A quote or proposal is valid for thirty (30) days only and Flick reserves the right to withdraw or amend it at any time.

1.2 A contract will only be formed after we accept an order from you, the client (whether by issue of our standard work order, performance of the services set out in the order or otherwise) and will be subject to these Terms.

1.3 These terms replace all trading terms and conditions which may have applied between us and you.

1.4 These terms apply to the extent permitted by law, to the exclusion of any conditions or terms of purchase which the client may use or purport to apply to the contract.

1.5 We may vary these terms at any time by giving notice to you.

1 Description of the Services

1.1 Any quantities, weights or dimensions included in any quote, catalogues, advertisements, illustrated matter or price lists are approximates only and will not be binding unless and to the extent only that such details are specified in a contract with you.

2 Ownership of Drawings

2.1 Technical documents, specifications or drawings submitted to you before a contract is formed remain the property of us at all times and may not be transmitted to a third party, copied, reproduced or used by you unless our prior written permission of the company is obtained.

3 Statutory Warranty

3.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to a refund for the unused portion, or
- (b) to compensation for its reduced value.

3.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

4 Warranties

4.1 The services comprise our assessment of the best way to manage your needs, any expected results from the services communicated by us to you are our assessment of the most likely outcome for you and do not and will not be deemed to constitute a warranty or guarantee by us that any expected results will in fact be achieved by the services.

4.2 Subject to the provisions of the contract, all and any express or implied terms, conditions, warranties and representations with respect to the standard, quality, condition, fitness, durability or suitability of the services (except those expressly contained in these terms or otherwise expressly agreed to in writing by us) are to the extent that the same may be excluded by law, hereby expressly negated and excluded.

4.3 You must satisfy yourself as to the standard, quality and suitability of the services and the fitness of the services for the purpose(s) for which the services are being purchased and as to its compliance with the description (if any) of such services. Any description is for identification purposes only and the use of a description does not of itself make any contract a contract of sale by description.

4.4 These terms shall not exclude restrict or modify or have the effect of excluding restricting modifying the application in relation to a contract of all or any of the provisions of division 1 of Part 3-2 of schedule 2 to the Competition and Consumer Act 2010 ("the act") or the exercise of right conferred by such a provision or any liability of us for breach of a guarantee implied by such a provision but all other guarantees, conditions of warranties which would or might otherwise be implied are hereby expressly excluded and negated.

4.5 To the extent that the Competition and Consumer Act 2010 permits us to limit our liability for a breach of a guarantee implied pursuant to division 1 of Part 3-2 of schedule 2 of the act, then our liability for such breach including any consequential loss which you or any third party may sustain or incur is limited, at our option, to:

- (a) the replacement or repair of the any goods supplied to you;
- (b) the supply to you of equivalent services; or
- (c) the payment of the cost or replacing or repairing the goods or of having the equivalent services supplied again, whichever may be determined in our absolute discretion to be appropriate in the circumstances.

4.6 The benefits of any warranty herein contained do not apply in the case of:

- (a) Defects in any goods caused by your misuse or neglect; or
- (b) Services, which have been altered or added to or otherwise modified without our prior written consent.

5 Release and Indemnity

5.1 After delivery of the services to you, to the extent permitted by law, Flick is not responsible or liable to the you, and you release and discharge us, (in the absence of any wilful or negligent act or omission on our part) for and from any liability claim loss damage or expense of any kind or nature (including but not limited to loss of profits earnings or income direct indirect consequential contingent or resulting liability loss or damage whether to persons property or otherwise) or death or injury caused by or arising out of or relating in any manner or incidental to the services or the delivery of the services.

6 Price

6.1 The price payable for the services is the price or prices stated or otherwise set out in this booklet, our standard work order form or as otherwise notified to you in writing.

7 Payment Terms

7.1 Payment terms are strictly defined as;

- Residential properties (houses, apartments, strata) - Unless covered by a separate agreement - payment is prior to installation service.
- Commercial properties - Thirty (30) days from the date of invoice

7.2 If payment is not made within payment terms, you will be in default under the contract and we may do any or all of the following:

- (a) decline to supply any further services to you;
- (b) change the terms on which any future services are provided, including prepayments; and
- (c) demand payment of all monies payable by you to us on any account whatsoever, whether or not the amounts claimed are due and payable.

8 Timber Pest Inspection and Report

8.1 If a timber pest inspection/report is required as part of your suggested property management plan you acknowledge that:

- (a) The inspection report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b) 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 the inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include -- but not limited to -- fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, stored clothing/articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
- (c) The detection of "Drywood Termites" may be extremely difficult due to the small size of the colonies. Any inspection DOES NOT IN ANY WAY search for the existence of Drywood termites. An inspection for Drywood termites can be performed upon special request.
- (d) The inspection and report is not a structural damage report. If it reveals evidence of any timber pest activity/damage, it is recommended that the client engage the appropriate professional to conduct a full inspection to ascertain the extent of any damage.
- (e) The inspection and report is indicative of the condition of the subject building and site at the date and time of the inspection only and is not to be constituted as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects.

- (f) The inspection is to be produced for the sole use of the client named in the booklet or property management plan agreement. The company or its representatives are not liable for any reliance placed on the report by any third party.

9 Delays

9.1 We are not be liable for any loss or damage suffered by you by reason of a delay, suspension or cancellation of any services in part or in whole for any reason beyond our control, breakage or failure of any machinery or apparatus required to deliver the services or labour trouble, strikes, lockouts or injunctions, services delayed, suspended or cancelled under this clause may at the option of the company be cancelled completely or delivered at a later time, (without any liability attaching to us as a consequence) and in either case, we will notify you in writing accordingly.

10 Risk and Title

10.1 Title to any goods or materials supplied by us to you as part of the services does not pass to the you until such time ("the specified time") as the cost of the services and all other moneys (if any) due from you to us in respect of the services or under any contract between the us and you has been paid to us in full.

10.2 Until the specified time, you are only a bailee of any goods or materials for us and you will:

- (a) Hold the goods or materials until the specified time as to enable them always readily to be identified as our property; and
- (b) Upon written demand re-deliver the goods or materials to us or allow us by our servants or agents to enter upon any premises where the goods or materials are stored recover the Same.

10.3 Any goods and materials are at our risk until the time they are delivered to you, when risk passes to you.

11 Damage

11.1 Although all care will be taken by us, we do not assume any responsibility for damage to utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces whilst engaging in the application of the selected property management plan. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings you should engage the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of treatment.

11.2 We are not experts in the construction or building trades, any property management plan proposal and/or its associated components do not and cannot state the extent of any structural damage caused by subterranean termites, wood decay fungi or borer infestation. If any past/present/suspected damage is brought to your attention it is recommended that the owner or other interested parties contact a qualified building engineer, architect, or other qualified expert in the construction or building trades to determine the existence and/or extent of possible structural damage to the building or structures pertaining to this property management plan.

11.3 During the course of the selected property management plan we may be required to carry out tests and procedures using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of timber.
- (b) Stethoscope/listening device -- a listening device used to hear sounds within building elements.
- (c) Termatrac -- an electronic device used to track termite movement within building elements.
- (d) Borescope -- an instrument used to view the internal of voids through a small hole, usually a hole will be made to accommodate this method.
- (e) Sounding -- a technique where building elements are tapped with a solid object.
- (f) Probing -- a technique where timber and other materials/areas are penetrated with a sharp instrument.
- (g) The removal and/or cutting and/or drilling of certain building elements to ascertain subterranean termite infestation/activity and suitability for treatment may also be required.

11.4 Although all care will be taken, we are not liable for damage caused by tests or treatment techniques that are a required as part of the selected property management plan.

12 Cancellation

12.1 Any request for cancellation of an order for services must be made in writing. Any request for cancellation is of no force or effect and is not binding on us unless and until the request for cancellation is accepted by us in writing. Consent to a request for cancellation of any order for services is at our sole and absolute discretion.

13 Environmental Conditions

13.1 You agree to read, understand and implement any environmental or other corrections as required by us within the time period stipulated. Failure to implement and maintain these corrections will reduce the effectiveness of the selected property management plan and will affect the free service period.

13.2 You will inform us immediately if you become aware of any circumstances that are outlined in the environmental maintenance information and or directions provided with any documentation in regard to the property management plan.

14 Warranty Service

14.1 To the extent permitted by law, no warranty period applies in respect of the services unless we have expressly offered a warranty period as a term of the contract you.

14.2 If you have a problem with our services or believe that you may have a services warranty claim in relation to our services:

- (a) please contact our Branch who provided the services (or if this is not convenient call us at 13 14 40);
- (b) arrange for inspection of your premises and an assessment of the effectiveness of the services may be carried out by us, at our expense.

- (c) if a warranty period applies under clause 14.1, you must allow us access to your premises at all reasonable times as required by us to undertake any warranty work.

15 Waiver

15.1 A party does not waive a right or power simply because it fails to exercise or delays exercising that right or power. A single exercise or power does not prevent in exercising it again or exercising any other right or power. A right or power may only be waived in writing signed by the party to be bound by the waiver.

16 Severability

16.1 Any provision in these terms which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable. Otherwise, the offending provision may be severed to the extent of the invalidity of unenforceability, without affecting the remaining provisions of these terms.

17 Notices

17.1 Any notice to be given or an invoice to be issued by us under these terms may be given or issued by:

- (a) leaving it at, or posting it to, your address last notified in writing to us; or
- (b) faxing it to your last fax number, last notified in writing to us.

17.2 Any notice posted to you will be deemed to have been received by you three business days after the date on which the notice was posted.

17.3 Any notice emailed to you will be deemed to have been received by you when transmitted to you and we have received a successful facsimile transmission report.

18 Interpretation

18.1 In these terms, unless the context otherwise requires:

- (a) if you, the client comprises more than one person, any promise or agreement by you, the client binds each person individually and all of them jointly;
- (b) a reference to the you, the client includes your legal personal representatives, administrators and successors;
- (c) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it and any subordinate legislation made under it;
- (d) Words employing the singular number or plural number will be deemed to include the plural number and the singular number respectively;
- (e) any words importing any gender will include every gender

19 Definitions

19.1 In this agreement unless the context requires otherwise the following expressions shall have the following meanings respectively;

- (a) **Company us**, **our**, **we** and **Flick** means Flick Anticimex Pty Ltd ABN 85 000 059 665 of Unit 9, 145 Arthur Street, Homebush West NSW 2140 and any of our related bodies corporate.
- (b) **Contract** means all those documents comprising the agreed terms of sale of services by us to you including but not limited to purchase orders, invoices, these terms and such other our written material relating to the services and which is issued to or brought to the notice of you and any writing of the client issued to us and accepted by us in writing as constituting a term or condition of the contract.
- (c) **Client** means you, the client who requires the Services.
- (d) **Services** means any pest eradication or management services provided by Flick.
- (e) **Terms** means these Terms and Conditions.

Part DCERTIFICATE OF TREATMENT TERMS AND CONDITIONS

1 Express limitations and conditions on treatments and systems

By entering into a written agreement with Flick in relation to the installation of the treatment System for the Serviced Structure, you agree that these terms and conditions will apply in relation to the System. Subject to applicable law and regulatory requirements:

(a) Flick disclaims any warranty or guarantee that is not expressly set out in these terms; and

(b) you acknowledge that the System may not perform adequately to prevent termites or the relevant pests unless the requirements or disclaimers set out in these terms are strictly followed and satisfied.

1.2 **Environmental Conditions:** For any pest management or treatment system installed by Flick (**System**) to work effectively, the Environmental Conditions under Part A General must be adhered to.

To the extent that any of the aforementioned Environmental Conditions are not complied with:

- (a) you expressly acknowledge that the System may not properly function or provide adequate protection throughout the Cover Period for the Serviced Structure; and
- (b) you agree to release Flick from any claims, liability, loss or damage arising from any failure or inadequate protection provided by the System to the extent that those claims, liabilities, losses or damages arise directly or indirectly from the failure to comply with the Environmental Conditions set out above.

1.3 **Australian Standards**: With reference to Australian Standards AS 3660 Part 1 and Part 2, a termite treated zone constructed in accordance with this standard cannot prevent termite attack as treated zones may be bridged or breached. Where termites bridge treated zones, the evidence may be detected during regular inspections. Flick does not provide any warranty or guarantee beyond what requirements of the aforementioned Australian Standard.

1.4 **Inspection** - **Frequency**: The building owner should ensure that regular inspections, at least every 12 months, of the building are carried out by a person competent in Unit 8 (Inspect for and report on timber pests) of the National Pest Management Competency Standards.

1.5 **Frequency of Inspections**: Regular, competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended. Additional inspections are recommended when bridging or breaching of a treated zone may have occurred, such as by home additions, alterations, earthworks or landscaping adjacent to buildings. Such routine inspections will not prevent termite attack but will allow evidence of further termite activity to be detected. Early detection will allow remedial treatment to be commenced sooner and damaged to be minimised.

2 Termiticide in the System

2.1 **Termiticide Period of Protection Details:** The termiticide applied to the areas marked on the plan of the Serviced Structure, has an expected protection period (life span in soil) as stated on the label and approved by the Australian National Registration Authority.

2.2 **Note the termiticide label states**: The need for retreatment is to be determined as a result of at least annual inspection by a licensed pest control operator. More frequent inspections may be required in high-risk termite areas.

2.3 In determining the need for retreatment, factors such as local termite pressure, breaches of the treated zone and termiticide longevity should be considered.

2.4 Termites are on occasion capable of bridging treated zones and therefore regular inspections as detailed in the Australian Standard 4349.3 are required. Where regular inspections are not conducted in accordance with this standard, the System may not perform adequately.

2.5 Several factors contribute to the longevity of the termite treatment and must be considered when evaluating the need for retreatment.

2.6 The actual protection period will depend on the termite hazard, climate, soil conditions and rate/type of termiticide used.

2.7 Flick in no way guarantees or warrants the protection period as stated on termiticide labels used in the System.

3 Definitions

In these 'Certificate of Treatment' terms, unless the context requires otherwise:

(a) **Cover Period** means the period during which the System and any applicable warranties pursuant to these terms continues to apply, pursuant to any other written agreement between Flick and you relating to the System and/or the Serviced Structure or otherwise as agreed in writing between Flick and you.

(b) **Serviced Structure** means the property structure (including surrounding structures, gardens, trees fences etc. up to (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected) on which the System was installed, as detailed in the written agreement between you and Flick relating to the System.

(c) **System** means the pest management or treatment system installed by Flick on the Serviced Structure.

Part ECERTIFICATE OF INSTALLATION (NEW CONSTRUCTIONS - AS3660.1) TERMS AND CONDITIONS

1 PURPOSE OF TERMITE MANAGEMENT SYSTEMS

1.1 Disclaimer of Liability to Third Parties: - This certificate is made solely for the benefit of the owner/builder named on the face of the Agreement or this Certificate and no liability or responsibility whatsoever is accepted by Flick in respect of any third party who may rely on the Certificate either wholly or in part. Any third party acting or relying on this Certificate whether in whole or in part does so at their own risk.

2 LIMITATIONS

2.1 This Termite Management System is dependent upon the provision of a complete termite management system around the structure(s) on the Property.

2.2 With Pre-Construction treatment it is the responsibility of the builder/owner to ensure that the site is properly prepared in accordance with AS2870 and AS3600.1 and relevant Standard or National Construction Code before the treatment is commenced. Failure to ensure compliance with these Australian Standards may result in a failure of the Termite Management System performance.

2.3 The Installer and Manufacturer highly recommends that regular competent inspections take place minimum 12 monthly. Where the termite risk is high or the building type is susceptible to termite attack, more frequent competent inspection (3-6 months) must be undertaken, as recommended in AS 3660. Termites may build around barriers but they can be detected more readily during routine inspections.

2.4 Limited liability is accepted for any treatment failure in line with the Product Warranty Package.

2.5 This treatment only applies to the protection of the structure(s) as detailed on the face of this Certificate against attack by subterranean termites. It does not provide for protection against other pest(s). In particular it doesn't provide any protection against "drywood termites", Family Kalotermitidae.

2.6 Responsibility for timber damage is limited as per the Product Warranty Package.

2.7 This Termite Management System can be rendered ineffective due to building alterations, renovations, additions (including pergolas, awning, verandas, etc.) introducing infested materials, off cuts and formwork left on site, material stored against the building, disturbing external gardens, pathways, etc. adjacent to the areas protected and through establishing lawns and or garden beds adjacent to the protected areas. (Such changes to the property are likely to breach the Termite Management System). Where such changes occur further

treatment is essential. Precautions must be taken to ensure that the Termite Management System is not damaged in any way.

2.8 With a concrete slab on ground structure it is important that the edge of the slab remains exposed and is not covered by garden materials e.g., soil, pine, and bark or similar, unless a full Termite Management System is installed about the perimeter of the structure. Also, air vents and or weep holes must never be blocked or covered.

2.9 Do not use untreated timbers for garden beds or retaining walls as they attract termites. Increased moisture or poor ventilation will also provide conditions for increased risk of termite attack.

VERY IMPORTANT:

The Certificate is in one part, a Certificate of Installation, Application and Completion. The Certificate does not in itself certify the Property has been protected in compliance with current version NCC Val 1-10 and 2-9.

The Certificate of Installation, Application and Completion must be provided, in full, confirming that all elements for the Termite Management System program in accord with the National Construction Building Codes of Australia and or Australian Standards have been completed.

A Termite Management System is not complete unless it has a full system inclusive of all slab penetrations and services.

If you become aware of any breaches to the Termite Management System or changes to the Property such as those detailed above you should immediately contact your Flick Branch who installed the Termite Management System within 10 working days in writing or via electronic format. Failure to contact your Flick Branch in such period may result in damage or failure of the Termite Management System and require a new Termite Management System to be installed (in which case you may be required to incur additional fees and void any System Warranties).

It is your responsibility to ensure that the inspections set out as a condition of the warranty as per the recommendations of Australian Standard AS3660.1 and completed in accordance with AS3660 are performed. Please contact your Flick Installer for further details.

IMPORTANT INFORMATION:

The Australian Standard AS3660.1 Termite Management, New Building Works provides details for minimising the risk to buildings from termite attack, and methods for treatment to minimise termite infestations. The provision of a complete Termite Management System will impede and discourage termite entry into buildings. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections.

Regular Timber Pest Inspections in accordance with AS3660 should be undertaken in order to maintain the System Warranty and the integrity of your Termite Management System.

3 DEFINITIONS

In these 'Certificate of Installation' terms, unless the context requires otherwise:

- (a) **Agreement** means the written agreement between Flick and the owner or builder relating to the installation of the Termite Management System.
- (b) **Certificate** means the certificate of installation, application and completion provided by Flick to the owner or builder relating to the installation of the Termite Management System.
- (c) **Flick** means Flick Anticimex Pty Ltd.
- (d) **Property** means the property on which the Termite Management System was installed, as identified in the Agreement or the Certificate.
- (e) **System Warranty** means the warranties relating to the Termite Management System, as set out in the Warranty package You received at time of installation.
- (f) **Termite Management System** means the termite management system installed by Flick on the Property.

9. CONTACT THE INSPECTOR

The Inspector is the individual that performed the Inspection on behalf of the Inspection Provider. If anything is unclear or you would like to better understand any item in this Report, please contact the Inspector immediately. All items should be clearly understood before any action is taken on this Report.

Inspector Name:	Ayden Miners
Inspector Address	Unit 6, 31 Cessna Crescent, Ballina, NSW, 2478
Inspector Licence:	5107458
Inspector Phone:	13-14-40
Signed on behalf of:	Flick Anticimex Pty Ltd
Inspector Signature:	
Date:	13 Jun 2023

10. CLIENT ACKNOWLEDGMENT OF THIS REPORT

The Client acknowledges and agrees with the contents of this Report.

The Client acknowledges and agrees that the Inspection has limitations andthat the Inspection and Report does not conclusively determine that the Property is free of Timber Pests and damage caused by Timber Pests and accepts and relies on the Inspection and Report solely at its own risk.

Client Name	. .
Signature:	
Date:	13 Jun 2023

Submitted by: Ayden Miners @ 15:03:56 15 Jun 2023
Version: 42
Submission ID: 14064082
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