

Flick™
AN ANTICIMEX COMPANY

Termite Management Action Plan

In Accordance with AS 3660.2-2017

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

F05 Termite Management Action Plan 26 Jul 2024

Date of Plan	26 Jul 2024

INTRODUCTION

Thank you for the opportunity to present this Termite Management Action Plan.

It is really important to us that you, as our client, are very clear in all aspects of our Plan.

We will make every effort to be as clear and transparent as possible in all elements of what we intend to do so that after reading the Plan you will understand what we intend to do, and why.

You will take an active role in the decision-making process so that together we have a plan of action for your property termite management.

GOALS OF THIS PLAN

We want to ensure that you understand:

- The findings of the Inspection Report - the Action Plan will be prepared based on the findings of the Report.
- The details on the treatment options that are available and from those options, the Treatment Plan we recommend - including the treatment methods, techniques and the products we intend to use.
- The implications of the required work to be undertaken which may include cutting concrete, drilling holes, removing gardens, trenching and other processes.
- The overall outcomes that you can reasonably expect based on the recommendations and options selected.
- The costs associated with all elements of the Action Plan
- And finally, to ensure that we manage your expectations, we will endeavour to describe the restrictions and limitations that could affect different elements of the Plan including things such as your building type and the materials used, the site and general location of your property and other factors that may have an impact on the performance of the Plan.

It is very important to us that you have a clear understanding of the above before any work commences and that all questions and concerns that you have are addressed to your satisfaction.

Thank you again for the opportunity to prepare this Plan of Action with you.

Flick Anticimex.

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The goal of this plan is to arrest any active termites infestations as soon as possible and then aim to prevent any further damage associated with the termite activity. As you will note, every effort will be made to eradicate all known termite colonies and all live activity from buildings and surrounding areas of the property.

It is important to note that cessation of current termite activity does not necessarily mean that the property will be protected from other colonies in surrounding areas and so an ongoing preventative management process will form part of this Plan.

Submitted by: Zack Alcock @ 17:14:26 26 Jul 2024 Version: 54
Submission ID: 17944821
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1. Property & Client Details
Property address and contact details



5. Anticipated Outcome
Expectations and Limitations



2. Inspection Report/Visual Assessment
Summary of Inspection Report findings



6. Future Management
Ongoing management activity



3. Risk Assessment
Capabilities of termites and consequences



7. Cost Estimate
Indicative pricing on accepted recommendations



4. Proposed Course of Action
Recommended treatment options and products



8. Client Acceptance
Client acknowledgement and acceptance of Plan, Terms and Conditions



1. PROPERTY & CLIENT DETAILS

The Client is the person or entity for whom the Plan has been prepared

Service Order Number	222216554

Part

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
Location	222003548
Serviced Address	41 Callistemon Drive, Federal, NSW, 2480

Additional Relevant Property Details

Description of vegetation on the property	Medium vegetation
Aspect	Easterly Aspect
Property drainage	Undetermined
Elevation of the property	Flat elevation
History of the property	Original homestead

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Land region	Forest Region
Humidity of the region	High Humidity

2. INSPECTION REPORT / VISUAL ASSESSMENT

We are basing our Action Plan on the findings of the Inspection Report. For clarity, the Inspection Report details and primary findings are detailed as follows:

Summary of Relevant Findings from the Inspection Report:

Please note, this Termite Management Action Plan does not replace the requirement for an Inspection Report.

This Plan is based on the most recent Termite or Timber Pest Inspection Report as referenced below:

This Property Management Plan Proposal was developed using:	Timber Pest Inspection

Report findings are based on a Visual only inspection and considered valid for the day of the Inspection only. It is important that you carefully read and understand the information, conditions and limitations of your Timber Pest Inspection report. Further intrusive investigations may be required to inaccessible areas to aid in determining the best Management Plan options.

Inspection Date:	26 Jul 2024
Inspection Report Number:	222216554
Were there any areas that were obstructed or restricted and access should be gained?	Yes
Were active termites found?	No
Was a termite nest located?	No
Was visible evidence of termite workings or damage found?	No
The assessed risk to the property of termite activity was:	HIGH

Pest Management Provider Details

The Pest Management Provider is the legal entity providing this Termite Management Action Plan:

Name	Ballina
Address	Unit 6, 31 Cessna Crescent, Ballina, NSW, 2478
Phone	13-14-40
Email	ballina@flick.com.au

3. RISK ASSESSMENT

In Australia, termites are active and have the potential to cause extensive and costly damage to property. If the damage compromises the structural integrity of a building, the rectification costs can be very significant.

If active termites, or any evidence of active termites has been discovered either within the structure of a building or in the surrounding vicinity, immediate action is strongly recommended. The risk of delayed action is ongoing termite activity and subsequent increased costs to rectify.

It is also important to note that certain risks are associated with executing the proposed management plan in relation to the chemicals used and treatments undertaken. If you have any questions, comments or concerns about the products or methods suggested, please do not hesitate to contact us prior to any work commencing.

Maintenance of the property and particularly the areas that are conducive to pest management activity is also very important and again, it is beneficial financially to prevent activity through risk management actions.

We therefore suggest the following risk management steps:

- Allow us to inspect the property on at least an annual basis, and potentially more frequently if the Plan required it. Regular inspections is the key to a successful pest management program. The successful eradication of a termite colony does not mean termites are gone forever and preventative checks by way of regular inspections is very important.
- Preventative treatments will also help avoid live termite infestations. Liquid termiticides applied to the buildings surrounding soil can help ward off future concealed termite entry.
- Take special care not to compromise the termite management system that has been installed. Any bridging or breaching of the treated zones "opens the door" to concealed attack.
- Ensure that drainage around the property is minimised. This includes water leaks, faulty or sub-standard drainage points, water run off from air-conditioning and hot water systems - ensure the water is led away from the building.
- Remove all cellulose material from around the house such as timber lying against the building or woodchip gardens against the property- these are effectively paths for the termites leading straight into your property.
- Check and maintain the ventilation of air under your buildings, it is very important that you maintain good ventilation and that all ventilation holes are open and clear of debris.
- Ensure that all landscaping that adjoins the buildings, such as garden beds, are kept well below the height of finished flooring inside the buildings
- If you are handling, mixing or applying any insecticidal products, the instructions and directions on the product's labels must be followed exactly. The labels include directions for product use, appropriate situations, suitable application equipment and required personal protective equipment.
- If you are storing insecticidal products, please be extremely careful and responsible with the storage, transport and disposal of the products.

Please follow our recommendations and guidelines closely, we want to ensure that you receive the most effective termite management system possible

4. PROPOSED COURSES OF ACTION

Pest Management includes processes and techniques that you may not be familiar with, so to assist with understanding the proposed courses of action, we have provided a summary below before outlining our recommendations..

In general, the actions we take are "Reactive", meaning we are reacting to an existing termite activity or "Preventative" meaning we are acting to avoid future termite activity.

Dusting

Dust is very small particles containing termite toxicants, toxic to termites that can eliminate colonies of termites, even when the location of the actual termite nest is unknown. The process of "dusting" is to gently blow the dust into termite affected wood or onto termite workings.

Dusting is highly effective when a light amount of dust is spread across as many termites as possible so that the "stress and disturbance" of the termites is minimised and the colony remains in situ. This is a delicate process that requires a high level of skill. Treatment holes [illegible] reserve temperatures and moisture levels inside the workings. Aggregation Containers can also help ensure

that the total number of termites exposed is maximised.

The termites that are dusted directly and those that come into contact with the dust "groom" each other and therefore effectively spread the dust throughout the colony. The process takes time but is an effective method of suppressing the colonies.

Dusting should continue each time significant activity is discovered so it is important that regular checks are undertaken and termite activity is monitored after each dusting treatment.

Above Ground Baiting

Above ground baiting is the process of placing special termite bait inside containers called "Bait Stations". The stations are then positioned directly over the termite feeding locations. The goal is to spread the toxicants included in the bait from the termites that find and feed on the bait, to other termites throughout the colony in order to eventually suppress and eliminate the colony.

The containers can be positioned both inside and outside buildings to achieve maximum effect based on the location of the activity. Again, it is very important that the disturbance of the nests and colonies are minimised both during the installation and replenishing stages.

Most people are unaware that termites are actually quite fussy eaters with a very acute sense of taste and smell so the baits themselves are cellulose-rich termite food which has been mixed with slow releasing insect growth regulators, or IGR's. Again, technique and process are important to achieve maximum effect ensuring that hands and all related equipment are clean and free of any odours.

Thorough re-inspection and monitoring of termite activity after the station installation is extremely important with ongoing replenishing of the stations as required to eliminate the termite activity.

Baiting & Monitoring Stations

Monitoring System bait stations work on the same basis as above-ground stations by attracting termites to forage for and feed on cellulose lased baits.

The monitoring stations which can vary greatly in number, are placed either partially or fully underground in areas that are conducive to termite activity making it as easy as possible for the termites to find. The stations are monitored on a regular basis to track the termite activity levels. When activity levels are understood, the appropriate treatment plan can be actioned.

Unless loaded with termite toxicant baits, the stations themselves are not designed to actually protect the property but rather to detect the presence and activity level of termites.

Foaming

Foaming is the process of injecting specially formulated toxicant-charged foam directly into termite workings and is most effective when undisturbed active termite sites can be identified, particularly in trees and outdoor timbers.

The termiticidal foam expands under pressure and distributes into areas that other methods may not be able to reach. As termites come into contact with the foam, or the resulting residue, they groom each other and spread the termiticide throughout the colony.

Experience and skill are required to ensure the correct expansion ratio is delivered as "wet foam" will not reach as far as "dry foam" and is more likely to increase the risk of staining.

As with other methods, regular and frequent monitoring after the foam injection and re-application if termite activity continues is extremely important.

Liquid Applications

Liquid Applications simply refer to the termiticide being in a liquid format. If the central termite infestation can be directly treated, then liquid applications can be very effective.

It is very important to note that direct liquid applications must not be applied to termite activity above the ground unless the product label specifically permits.

Reticulation Systems

Reticulation systems are normally a network of underground pipes that are specially designed to distribute liquid termiticide evenly through the soil around and under buildings. It is naturally easier, and therefore more cost-effective to install these systems during the early stages of construction however, they can be installed post-construction for existing structures.

Reticulation systems generally require a larger upfront investment for the installation, however once installed, they allow for replenishing and ongoing treatment without needing to excavate new trenches, re-drill concrete holes or disrupt paved areas.

Horizontal & Vertical Treated Zones

We may refer in our Plan to either vertical or horizontal treated zones.

Vertical treated zones tend to be the most common and are created by digging continuous trenches around the target buildings and then treating all of the excavated soil with termiticide as the trenches are backfilled.

If trenching and backfilling is not possible, the soil can be injected using specialist injecting equipment called "Rodding".

Rather then in vertical trenches, Horizontal treated zones are created on the soil surface. The termiticide is applied to soil surfaces surrounding the buildings to deter the termites from gaining vertical concealed access to buildings.

If treated zones need to be delivered underneath or behind concrete, the termiticide is injected through pre-drilled holes. This is generally a less even distribution and so it is normally recommended that higher levels of application are applied.

It is important to note that if cutting the concrete or trenching and backfilling with treated soil is not possible, the likelihood of a successful outcome is reduced given the less even distribution of the liquid.

The Plan

We want to ensure you make an informed decision and it is important to us that we provide an open, honest and transparent recommendation that includes the treatment methods that we believe are most appropriate for your situation and the products that we intend to use.

We extend this service by, where appropriate, providing details on alternate treatments that we have considered in preparing this plan and explaining the reasons why we have selected the methods we have. Again, if you have any questions about any of the following items, please do not hesitate to contact us.

Action Plan Items	Termite Management Options

Termite Management Actions

Recommended Items	Details	Price Inc GST: $	Client Agrees?
Liquid Application Treated Zone - Combination	Trench to a depth no less than 50 mm below the top of the footing and apply termiticide while backfilling, Drill holes and inject termiticide in paths, steps, patios and verandahs as close as possible to the external walls adjoining the structure in accordance with label directions and AS 3660.	5600	

Total Recommended: Inc GST	$ 5,600.00
Total of Agreed By Client: Inc GST	$ 0

Free Service Period	60 months - only with recommended timber pest inspections

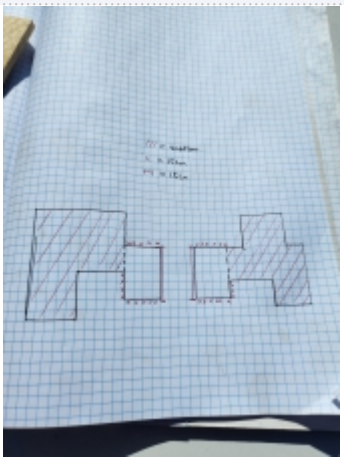
Products to be used in Treatment(s)

Product to be applied	Details
Flick Fipronil 100 SC	Drilling/ trenching around both shed. Subfloor treatment. For this treatment all items must be moved off side shed walls.

Anticipated time frame to complete the Action Items above	1 day 2 techs MINIMUM this is two homes.
Anticipated number of visits to Site	1

Site Image

Site Sketch Image



Free Service Period

This section only applies if your treatment includes a Free service Period. We will ask you to sign a Free Service Period Agreement which sets out all the relevant details.

What Our Free Service Period Means:

- If subterranean termites gain entry into the serviced structure during the Free Service Period, Flick Pest Control will re-treat the problem at no cost to you, provided that you have complied with all Flick Anticimex's requirements as directed by Flick Pest Control.

- It is NOT a guarantee against future infestation or damage caused by subterranean termites or other timber pests.

- It does NOT cover you for the cost of replacement or repair of any damage caused by subterranean termites or other timber pests.

- NOTE: Not all timber pest services or proposals will carry an offer of a Free Service Period

What happens if subterranean termite activity is located?

During the Free Service Period, We will cover the costs of:

- Re-treatment to the localised area - labour and materials

- Full timber inspections of the property as required, not just the active area.

- Additional follow-up site visits to ensure effectiveness of any remedial treatments.

When does the Free Service Period Start?

- The Free Service Period Commences from the first day that work has commenced on your property. Environmental corrections recommended by Flick Pest Control must be implemented and maintained by you to the satisfaction of Flick Pest Control.

What you need to do to Maintain your Free Service Period

- As a minimum, a full timber pest inspection must be conducted by Flick Pest Control each year at your cost.

- Some treatment components such as treated zones and other replenishment systems require full servicing or re-installation. On a periodic basis Flick Pest Control will advise you of these requirements prior to the time they need this to be done.

- The Free Service Period can be terminated by Flick Pest control at any time if it is deemed that:

Recommended environmental conditions have not been maintained; or

Termite management system components have been interfered with, damaged or removed. This includes limiting reasonable access to inspect the property when Flick Pest control deems it necessary to do so.

Flick Pest control have not been fully paid for the services provided.

When a Free Service Period CANNOT be Offered

What a NIL Free Service Period Means:

- All Subsequent Services provided by Flick Pest Control will be at the cost to the client.

- There is NO guarantee against future infestation or damage caused by subterranean termites or other timber pests.

- There is no cover for the cost of replacement or repair of any damage caused by subterranean termites or other timber pests.

- All components selected and installed by Flick Pest control will be of the highest quality.

Conditions Under Which a Free Service Period CANNOT Be Offered:

Timber Pest Inspection Only

Remedial Treatments to e.g. Trees / stumps only, Retaining Walls, Fences, Outbuildings

Localised Treatments i.e. Partial treatments without a full Property Management Plan

Monitoring & Baiting Systems i.e. Systems that are monitored by the Client

Difficult Construction Methods e.g. Building faults, Floating timber floors over concrete, Bad soil types, Patios on fill, Additions & Extensions

Difficult Environmental Conditions e.g.Storage, Debris, Ventilation, Moisture & Drainage, Vegetation, Gardens, Attached structures, Soil disturbance, Soil Levels, Bridging

5. ANTICIPATED OUTCOME

Expectations

With the full implementation of the Termite Management Action Plan including all proposed actions and treatments, executing the risk reduction measures and ensuring ongoing regular inspections as prescribed, it is expected that the risk of future undetected termite activity leading to incidents of significant structural damage to the Property will be significantly reduced.

This Termite Management Action Plan relates specifically to the Inspection Agreement noted and only to the property identified in the Client and Property Details section of the Plan and is restricted to subterranean termite management. The Plan specifically does not comment on any Dampwood termites, borers, wood decay fungi or any other pests, these are excluded from the Plan.

There are multiple options, methods and approaches for managing subterranean termites and there is no suggestion that the plan or proposed actions are all-encompassing or that alternative strategies are not available. This Plan is by no means a guarantee that an infestation does not exist in areas of the property that were partly or completely inaccessible or were deemed outside the scope of the Plan. Equally, no guarantee or warranty can be given that a future infestation of termites will not occur or be discovered.

6. FUTURE MANAGEMENT

The duration of the Termite Management Action Plan is twelve months or as advised in the Plan with the aim of reducing the risk of concealed termite reinfestation and managing the overall risk of future termite activity.

Australian Standard AS 3660 advises that the maximum period between regular termite inspections is twelve months. The effectiveness of the Management Action Plan will be monitored through future inspections and reports. Ongoing termite inspections and termite treatments are essential to the effective execution and delivery of this Action Plan. Given the nature of termite activity, the Plan may change in the future as circumstances change.

7. COST ESTIMATE

The Management Plan is not a Quotation of Works but is designed to inform the Client of the necessary works and actions required to ensure a transparent and shared understanding of the processes and likely outcomes.

Where possible, options have been provided together with indicative pricing to assist the Client in the decision making process.

Based on the options provided and items agreed by the Client, a summary of pricing follows:

Termite Management Options

Termite Management options/Systems to be installed - See Section 4 for further details

Total of Agreed By Client: Inc GST	$ 0
Total of all items agreed to by Client (Incl GST)	$ 0

8. CLIENT ACCEPTANCE

This Termite Management Action Plan (Plan) is intended to provide the **Client** with a proposal for the management of a **subterranean termite** infestation or, to reduce the risks of future infestation at the **Property** by the **Pest Management Provider.**

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It must be stressed that further alterations to the selected Property Management Plan may be required depending on inspection findings and/or situations that may be discovered during the Timber Pest Inspection and/or installation of your selected option(s) above.

Client Acknowledgement

Client Name	. .
Date	26 Jul 2024

General Terms and 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.

5.4 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 at the completion of works.
- 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 D CERTIFICATE 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 E CERTIFICATE 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.