

Statement of Understanding

PHYSICAL BARRIER INSTALLATION WARRANTY

(Property Owner Request)

To activate your Physical Barrier Installation Warranty:

1. Read this document in its entirety to understand your obligations
2. Sign and Date the last page of this document
3. Return the **last page** of this document to your Amalgamated Pest Control Branch

Definitions

Amalgamated Pest Control	Amalgamated Pest Control includes all its Licensees, Sub-Licensees and its subsidiaries such as Amalgamated Pre-Construction Pty Ltd.
Physical Barrier	<p>A barrier system installed on the Property that is designed to deter concealed access by subterranean termites into a structure.</p> <p><i>Note: Termites can bridge physical barriers and ongoing inspections are an important component of minimising the risk of subterranean termite attack.</i></p>
Physical Barrier Installation Warranty	The Physical Barrier Installation Warranty is the warranty offered by the <u>installer</u> of the Physical Barrier. This warranty covers the installation of the Physical Barrier as designed by the manufacturer of the Physical Barrier but does <u>not</u> cover product failure.
Physical Barrier Product Warranty	The Physical Barrier Product Warranty is the warranty offered by the <u>manufacturer</u> of the Physical Barrier. This warranty is not given by Amalgamated Pest Control and relates to the performance of the product ONLY – and does not cover effects of physical damage or other activity of timber pests that may arise.
Physical Damage	<p>The physical injury to or destruction of timber in the Serviced Structure caused by subterranean termites.</p> <p><i>Note: Damage caused by Drywood termites (Family Kalotermitidae) and Dampwood termites (Family Termopsidae), wood decay fungi, borers and other pests of timber is specifically excluded from any Physical Barrier Warranty Period Offer.</i></p>
Property	The Serviced Structure and physical property on which it exists.
Property Owner	The legal owner of the Property and/or its authorized agent(s)
Serviced Structure	<p>The buildings or structures specified in this Statement of Understanding.</p> <p>It does not include any additions, extensions or amendments to these buildings or structures made or constructed after the date of this Statement of Understanding.</p> <p>In some cases, only specific sections of a building or structure are treated, in which case all references to the Serviced Structure are limited to those specific parts of the building or structure.</p>
Structural Slab	In some physical barrier systems the concrete slab forms an integral part of the barrier system. The integrity of the slab and its compliance with AS 2870 are not the responsibility of Amalgamated Pest Control.
System	Specific physical barrier products and systems (incorporating the Physical Barrier) installed to the Serviced Structure by Amalgamated Pest Control.
Tenant	Authorised resident of a Property.

Amalgamated Pest Control's Warranty Obligations

Amalgamated Pest Control offers to manage the System installed by Amalgamated Pest Control on the Serviced Structure. This offer may not apply to all Properties and situations.

It will provide the Physical Barrier Installation Warranty on the term set out in the Statement of Understanding. It does not provide the Physical Barrier Product Warranty, which is given by the manufacturer of the Physical Barrier.

If the System manufacturer requires the Physical Barrier Product Warranty to be activated, your Amalgamated Pest Control representative can, at the request of the Property Owner, lodge the product registration on the Property Owner's behalf upon payment of any stated/required fees.

General Conditions

1. Amalgamated Pest Control is not liable for established Product failure.
2. Amalgamated Pest Control is NOT liable to compensate the Property Owner for any Physical Damage caused by subterranean termites or other timber pests.
3. The System or the Physical Barrier does NOT constitute any form of warrant or guarantee that a future re-infestation of subterranean termites will not occur.
4. The rights conferred upon the Property Owner pursuant to the Physical Barrier Installation Warranty shall be extinguished upon the expiration of the Physical Barrier Installation Warranty Period.
5. The obligation of Amalgamated Pest Control to provide a Physical Barrier Installation Warranty is conditional on the observance by the Property Owner and/or their tenant of these terms and conditions and any written instructions given to the Property Owner during the Physical Barrier Installation Warranty Period.
6. In the event of an alleged subterranean termite infestation, Amalgamated Pest Control will provide the owner with an Investigation/Remedial Process agreement outlining the process that Amalgamated Pest Control will follow, prior to commencement of any investigation/remedial work.

Amalgamated Pest Control WILL pay for:

1. The remedial treatment of active subterranean termites and the repair of the Physical Barrier at its sole discretion, if the installation of the Physical Barrier is found to be defective during the Physical Barrier Installation Warranty Period.

Amalgamated Pest Control WILL NOT pay for:

1. Physical Damage caused directly or indirectly by subterranean termites or other timber pests.
2. Products or System repairs on areas of the Serviced Structure not installed by Amalgamated Pest Control.
3. Compensation for bodily injury or consequential loss arising from any Physical Damage or any liability to third parties from any Physical Damage.
4. Compensation for anxiety, stress, loss of sleep, or devaluation of the Property.
5. Damage that the Property Owner and/or their tenant has caused in investigating the presence of subterranean termites.
6. Damage or destruction of furniture, fixtures and fittings, books, artworks, wall and floor coverings, fences, gates, garden structures and trees.
7. Damage to, or faults to the Serviced Structure that were unknown or suspected to have pre-existed at the commencement of the Physical Barrier Installation Warranty Period.
8. Any unauthorised work carried out without its approval.
9. Products or System repairs where subterranean termite entry has occurred as a result of poor building design, or where the construction does not comply with AS 3660 and the Building Code of Australia. Such faults may not be visible and as a result are not noted as limitations to the Service. Situations can include, but are not limited to, cracking of concrete slabs, inadequate termite protection to service entry points through concrete slabs, and the failure to fully remove formwork timbers.
10. Products or System repairs where the Serviced Structure (Including immediate surrounds) has not been serviced in accordance with Amalgamated Pest Control's policies, procedures, terms and conditions.
11. Products or System repairs where changes to the Serviced Structure have not been advised to Amalgamated Pest Control and/or further works required by Amalgamated Pest Control as a result of these changes have not been carried out.
12. Products or System repairs where Amalgamated Pest Control is of the reasonable view that the activity of subterranean termites during the Physical Barrier Warranty Period was caused by the fault of the Property Owner, tenants or any other person for whom the Property Owner is responsible.
13. Advice from other pest management companies.
14. Events and perils other than those specifically included in this Statement of Understanding.
15. Fraudulent or criminal acts by the Property Owners.
16. Malicious tampering to the Serviced Structure.
17. Reinstatement of the Physical Barrier where the installation has been tampered with.
18. Reinstatement or repair of damage incurred as a result of tampering with the Physical Barrier installation.
19. Reinstatement or repair of damage incurred where the structural slab is used as an integral part of the termite management system yet fails to meet the requirements of AS2870.

Property Owner Obligations

1. If the Property Owner notices or is made aware of any subterranean termite activity which may constitute a request for repair of a Physical Barrier, the Property Owner must advise Amalgamated Pest Control within 5 working days by phone, fax, letter or email. The Property Owner must not touch or interfere with any part of the Serviced Structure without an Amalgamated Pest Control representative being present.
2. The Property Owner must give Amalgamated Pest Control and its Consultants all reasonable assistance that Amalgamated Pest Control may require to assess the nature and extent of the subterranean termite activity. This includes providing access to the Serviced Structure during business hours and at other times as agreed by all parties.
3. Amalgamated Pest Control must manage the entire process of investigation and provision of additional Service.

Notification of Changes to Serviced Structure

1. It is the responsibility of the Property Owner to advise Amalgamated Pest Control immediately should conditions affecting the Property and the Serviced Structure change. These include, but are not limited to, soil disturbance, flooding, building renovations/additions, service installations including water tanks, spa baths, air-conditioning units, telephone/computer lines, electricity and plumbing service installations. In addition, any alterations to surrounding environmental conditions including garden beds, pathways and landscaping, whether recommended by Amalgamated Pest Control or not.
2. Where such alterations have occurred, Amalgamated Pest Control will NOT provide any repairs to the System unless:
 - a. Amalgamated Pest Control have been notified in writing of the alterations; and
 - b. Amalgamated Pest Control have inspected the alterations; and
 - c. Where further work is required by Amalgamated Pest Control to be performed to the Serviced Structure before any repairs can commence, that further work is completed to the satisfaction of Amalgamated Pest Control, at the Property Owner's expense.

Maintenance Requirements

For each System installed, there are specific maintenance requirements that must be met in order to keep both the Physical Barrier Product Warranty and the Physical Barrier Installation Warranty in force.

Common requirements for all Systems:

1. A Timber Pest Inspection of the Serviced Structure must be conducted by Amalgamated Pest Control in accordance with AS4349.3 at least every 12 months. In cases where Properties are in higher risk areas, timber pest inspection at the intervals recommended by Amalgamated Pest Control must be undertaken.
2. Where a 75mm visual zone around the perimeter of the Serviced Structure is an integral part of the System, this zone must be maintained at all times otherwise the Physical Barrier Installation Warranty will become void. The zone must not be compromised by the installation of such items like concrete paths, pavers or garden beds.
3. The Environmental Conditions as outlined in the Section "Environmental Conditions" must be maintained by the Property Owner. Any environmental corrections advised by Amalgamated Pest Control must be rectified in the time frame as specified by Amalgamated Pest Control.

Specific System Requirements:

In addition to the Common Requirements outlined above the following Systems have additional maintenance requirements:

System Conditions - KORDON

OWNERS RESPONSIBILITIES:

- A 75mm visual zone around the perimeter of the Serviced Structure must be maintained at all times. It must not be compromised by the installation of such items like concrete paths, pavers or garden beds.
- The Property Owner must at the Property Owner's expense arrange for thorough and regular inspection by a licensed timber pest inspector of the Serviced Structure to Australian Standards 4349.3 for the presence of Termites at intervals not exceeding 12 months. NOTE: Where the Termite risk is high (e.g. North of the 26th parallel or if the Serviced Structure is a susceptible building, more frequent inspections (3-6 months) as advised by Amalgamated Pest Control must be undertaken.

EXCLUSIONS:

The Physical Barrier Installation Warranty shall be void and have no effect in any of the following circumstances if at any time:

- The Kordon Barrier is damaged, modified, bridged or otherwise interfered with by any person or any act, fact, matter or thing, beyond the reasonable control of Bayer.
- The Serviced Structure or surrounding areas are structurally modified, altered or otherwise changed in any way which would or may diminish the effectiveness of the Kordon barrier as a termite barrier.
- The Property Owner allows or fails to prevent the accumulation of wood, rubbish or timber against the Serviced Structure.
- The finished ground level around the Serviced Structure is altered to a height, which does not comply with the terms of the registered label recommendations.

- The Property Owner allows the barrier dividing the soil surface and the structure of the Serviced Structure formed by the Kordon to be bridged or broken by any other material or matter through which Termites may by-pass the Kordon and infest the Serviced Structure.
- The Property Owner fails to carry out any of the Owners Responsibilities.
- Termites enters the Serviced Structure through any manner other than by a performance failure of the Kordon barrier.
- The Kordon barrier is installed other than by an accredited and licenced Amalgamated Pest Control installer.

System Conditions - HomeGuard

OWNERS RESPONSIBILITIES:

- A 75mm visual zone around the perimeter of the Serviced Structure must be maintained at all times. It must not be compromised by the installation of such items like concrete paths, pavers or garden beds.
- The Property Owner must at the Property Owner's expense arrange for thorough and regular inspection by a licensed timber pest inspector of the Serviced Structure to Australian Standards 4349.3 for the presence of Termites at intervals not exceeding 12 months. NOTE: Where the Termite risk is high (e.g. North of the 26th parallel or if the Serviced Structure is a susceptible building, more frequent inspections (3-6 months) as advised by Amalgamated Pest Control must be undertaken.

EXCLUSIONS:

The Physical Barrier Installation Warranty shall be void and have no effect in any of the following circumstances if at any time:

- The HomeGuard barrier is damaged, modified, bridged or otherwise interfered with by any person or any act, fact, matter or thing, beyond the reasonable control of FMC Australasia Pty Ltd.
- The Serviced Structure or surrounding areas are structurally modified, altered or otherwise changed in any way which would or may diminish the effectiveness of the HomeGuard barrier as a termite barrier.
- The Property Owner allows or fails to prevent the accumulation of wood, rubbish or timber against the Serviced Structure.
- The finished ground level around the Serviced Structure is altered to a height, which does not comply with the terms of the HomeGuard registered label recommendations.
- The Property Owner allows the barrier dividing the soil surface and the structure of the Serviced Structure formed by the HomeGuard barrier to be bridged or broken by any other material or matter through which Termites may by-pass the HomeGuard barrier and infest the Serviced Structure.
- The Property Owner fails to carry out any of the Owners Responsibilities.
- Termites enters the Serviced Structure through any manner other than by a performance failure of the HomeGuard barrier.
- The HomeGuard barrier is installed other than by an accredited and licenced Amalgamated Pest Control installer.

System Conditions - TermSeal

OWNERS RESPONSIBILITIES:

- A 75mm visual zone around the perimeter of the Serviced Structure must be maintained at all times. It must not be compromised by the installation of such items like concrete paths, pavers or garden beds.
- The Property Owner must at the Property Owner's expense arrange for thorough and regular inspection by a licensed timber pest inspector of the Serviced Structure to Australian Standards 4349.3 for the presence of Termites at intervals not exceeding 12 months. NOTE: Where the Termite risk is high (e.g. North of the 26th parallel or if the Serviced Structure is a susceptible building, more frequent inspections (3-6 months) as advised by Amalgamated Pest Control must be undertaken.

EXCLUSIONS

The Physical Barrier Installation Warranty shall be void and have no effect in any of the following circumstances if at any time:

- The TermSeal barrier is damaged, modified, bridged or otherwise interfered with by any person or any act, fact, matter or thing, beyond the reasonable control of TERM-Seal (AUST) Pty Ltd..
- The Serviced Structure or surrounding areas are structurally modified, altered or otherwise changed in any way which would or may diminish the effectiveness of the TermSeal barrier as a termite barrier.
- The Property Owner allows or fails to prevent the accumulation of wood, rubbish or timber against the Serviced Structure.
- The finished ground level around the Serviced Structure is altered to a height, which does not comply with the terms of the TermSeal registered label recommendations.
- The Property Owner allows the barrier dividing the soil surface and the structure of the Serviced Structure formed by the TermSeal barrier to be bridged or broken by any other material or matter through which Termites may by-pass the TermSeal barrier and infest the Serviced Structure.
- The Property Owner fails to carry out any of the Owners Responsibilities.
- Termites enters the Serviced Structure through any manner other than by a performance failure of the TermSeal barrier.
- The TermSeal barrier is installed other than by an accredited and licenced Amalgamated Pest Control installer.

Environmental Conditions

For any System to work effectively, the following Environmental Conditions must be adhered to in respect of the Serviced Structure:

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

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

Storage Practices: All areas of the subfloor and/or external perimeter of the Serviced 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.

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 Serviced Structure will bridge or breach the subterranean termite treated zones 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 Serviced 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 Amalgamated Pest Control for assistance.**

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 Serviced Structure by installing appropriate drainage systems. Moisture situations may result from inadequate or poorly maintained:

1. roof drainage e.g. leaking plumbing, inadequate down-pipes;
2. surface drainage e.g. ground sloping towards walls, raised ground levels, garden beds and wind-blown soil;
3. 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.
4. rainwater tanks, spas etc installed abutting the Serviced 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.

Debris Timbers: Timber off-cuts, form timbers, etc, existing in subfloor and perimeter areas of the Serviced 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.

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 optimised.

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.

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 Serviced 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.

Other Terms

1. Although all care will be taken, Amalgamated Pest Control and its representatives cannot assume any responsibility for damage to the Serviced Structure or any utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces while installing the System or providing the services. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings that the Property Owner engages the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of treatment.
2. Amalgamated Pest Control and its representatives are not experts in the construction or building trades. The System and the services do not and cannot state or predict the extent of any structural damage to the Serviced Structure caused by subterranean termites, wood decay fungi or borer infestation. If any past/present/suspected damage is brought to the Property Owner's 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 Serviced Structure.
3. This Warranty shall not exclude restrict or modify or have the effect of excluding restricting modifying the application to the System or the services 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 Amalgamated Pest Control for breach of a guarantee implied by such a provision but all other guarantees, conditions or warranties which would or might otherwise be implied are hereby expressly excluded and negated.
4. To the extent that the Act permits Amalgamated Pest Control to limit its liability for a breach of a guarantee implied pursuant to Division 1 of Part 3-2 of Schedule 2 of the Act, then the liability of Amalgamated Pest Control for such breach including any consequential loss which the Property Owner or any third party may sustain or incur shall be limited, at the option of Amalgamated Pest Control in its absolute discretion, to
 - i) the replacement or repair of the System or any goods supplied to the Property Owner;
 - ii) the supply to the Property Owner of equivalent Services; or
 - iii) the payment of the cost of replacing or repairing the System or of having the equivalent Services supplied again.

Voiding and Cancellation of the Physical Barrier Installation Warranty

Amalgamated Pest Control will cancel the Physical Barrier Installation Warranty under the following circumstances:

1. The Property Owner and/or Tenant fails to take all reasonable precautions, including all environmental corrections and directions advised to the Property Owner by Amalgamated Pest Control to reduce the risk of infestation by subterranean termites.
2. The System and/or its components have been interfered with, damaged or removed.
3. There is evidence of malicious tampering to the Serviced Structure.
4. Failure to grant Amalgamated Pest Control reasonable access to the property when Amalgamated Pest Control deems it necessary to do so.
5. The Property Owner fails to notify Amalgamated Pest Control within 5 working days of discovery of suspected subterranean termite activity (by fax, email or letter).
6. The Property Owner, tenant or other persons touch or interfere with subterranean termite activity without the presence of an Amalgamated Pest Control representative.
7. The Property Owner fails to disclose any matter which, if Amalgamated Pest Control had known about when the Physical Barrier System was established, would have been persuaded not to provide a Physical Barrier Installation Warranty Period.
8. The Property Owner or their tenant engages the services of another pest management company to provide pest management services to the Serviced Structure.

Issuing the Physical Barrier Installation Warranty Certificate

The Physical Barrier Installation Warranty Period will only come into force after the following conditions have been met:

1. All components of the agreed Physical Barrier Installation have been installed and are being maintained by Amalgamated Pest Control.
2. All payments in respect of the services provided by Amalgamated Pest Control have been made in full.
3. This Statement of Understanding has been signed, dated and returned to the issuing branch of Amalgamated Pest Control.
4. Amalgamated Pest Control has verified the details pertaining to the Serviced Structure.

Transfer

The Physical Barrier Installation Warranty Period is issued to the Property Owner and is not transferrable to another person.

If the ownership of Serviced Structure changes, the new Property Owner must contact Amalgamated Pest Control should they wish to continue the Physical Barrier Warranty Period on the Serviced Structure.

Amalgamated Pest Control may then issue a new Physical Barrier Warranty Certificate for the balance of the Physical Barrier Warranty Period applicable, only after Amalgamated Pest Control has been satisfied that no alterations to surrounding environmental conditions including garden beds, pathways and landscaping have been undertaken. In most cases, an on site visit to the property will be required to satisfy these requirements.

Property Owner Request and Acceptance

NOTE: Please Complete, Sign and Date this Page

Property Owner Details

Name			
Postal Address			
Suburb / Town		Post Code	
Phone		Mobile	
Email			

Property Manager / Agent (if applicable)

Name			
Postal Address			
Suburb / Town		Post Code	
Phone		Mobile	
Email			

The Serviced Structure (Address of the Property)

Street Address			
Suburb / Town		Post Code	

I/We, the Property Owner, in signing this Statement of Understanding, agree that I/we have read this entire document (pages 1 – 6 unaltered) and understood all the terms, conditions, obligations and limitations of this Statement of Understanding.

Property Owner Signature _____ Date _____

WHAT TO DO NEXT:

After signing this page, return THIS PAGE to the Amalgamated Pest Control Branch that did the installation

**Upon return of this document,
Your Amalgamated Pest Control Branch will verify the details and then
your PHYSICAL BARRIER INSTALLATION WARRANTY will be ACTIVATED,
and your PHYSICAL BARRIER INSTALLATION WARRANTY CERTIFICATE will be issued.**