

Free Service Period Agreement

1. **Read** this document in its entirety to understand your obligations
2. **Sign and Date** the last page of this document
3. **Return this document** to your local Amalgamated Pest Control Branch (details on the last page)
4. **Once** we receive this **SIGNED** Agreement we will **ACTIVATE** your **Free Service Period** and issue you with your **Certificate**.

This Agreement is between Amalgamated Pest Control Pty Ltd ACN 009 712 958 and the Property Owner named in this Agreement.

In consideration of the Property Owner paying the Investment, Amalgamated Pest Control agrees to provide to the Property Owner the System and the Services set out in this Agreement, in respect of the Serviced Structure, during the Cover Period.

Reference ID:		Start Date:	
Property Owner Name			
Postal Address			
Suburb / Town		Post Code	
Phone		Mobile	
Email			

The Serviced Structure

Street Address			
Suburb / Town		Post Code	
Structure Details	<input type="checkbox"/> Pre-Construction (New Structure) OR <input type="checkbox"/> Existing Structure / Renovation		
System Details	<input type="checkbox"/> Termiticide Treated Zone <input type="checkbox"/> Monitoring & / or Baiting System		
	Perimeter	Penetrations	Construction Joints
<input type="checkbox"/> Kordon	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Internal <input type="checkbox"/> External	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> HomeGuard	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Internal <input type="checkbox"/> External	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> TermSeal	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Internal <input type="checkbox"/> External	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> ReTerM™	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Internal <input type="checkbox"/> External	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other:			
Cover Period	Term of the Agreement: months		

Free Service Period – Terms & Conditions

Definitions

Cover Period	The period under which the Free Service Period is in force, specifically noted in this Agreement. It commences at the nominated Start Date and will continue for the term, subject to the periodic renewal terms and conditions and the rights of termination set out in this Agreement.
Free Service Period	The Free Service Period set out in this Agreement
Physical Barrier	<p>A system installed to a property that is designed to deter concealed access by subterranean termites into the structure.</p> <p>Note: Termites can bridge physical barriers and ongoing inspections are an important component of minimising the risk of subterranean termite attack.</p>
Physical Damage	<p>The physical injury to or destruction of timber and other property in the Serviced Structure caused by subterranean termites during the Cover Period.</p> <p>Note: Damage caused by Drywood termites (Family <i>Kalotermitidae</i>) and Dampwood termites (Family <i>Termopsidae</i>), wood decay fungi, borers and other pests of timber is specifically excluded from this Agreement.</p>
Property	The Serviced Structure and the area of land on which it is constructed.
Property Owner	The owner of the Property named in this Agreement and includes their authorised agent(s).
Service	Specific treatments, products, systems (such as Exterra, ReTerM™), inspections and other activities conducted at the Serviced Structure by Amalgamated Pest Control. In some cases the Service may only be related a specific section of the Structure.
Serviced Structure	<p>The buildings or structures specified in this Agreement or on the Free Service Period Certificate.</p> <p>It does not include any subsequent additions, extensions or amendments to these structures.</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>
System	The treating, monitoring and/or baiting system detailed on page 1.

Amalgamated Pest Control's Commitments

What Amalgamated Pest Control Will Do or Pay For:

Amalgamated Pest Control will be responsible for the following during the Cover Period:

1. Providing the Service and the supply and installation of the System during the Term.
2. The cost of any re-treatment of the Serviced Structure and subsequent site visits and inspections that may be necessary due to the activity of subterranean termites causing Physical Damage.
3. The process of investigating the Physical Damage and managing the additional Service.

What Amalgamated Pest Control Will NOT Pay For:

1. Physical Damage caused directly or indirectly by subterranean termites or other timber pests.
2. Any items or services that are not covered under the Investment on the signed "Termite and Timber Pest Property Management Plan Proposal".
3. Service to a different part of the Serviced Structure or other parts of the Property not previously Serviced by Amalgamated Pest Control.
4. Compensation for death, bodily injury or consequential loss arising from any Physical Damage or any liability to third parties arising from any Physical Damage.
5. Compensation for anxiety, stress, loss of sleep, devaluation of the Property.
6. Damage that the Property Owner and/or any occupier of the Serviced Structure has caused in investigating the presence of subterranean termites.
7. Damage or destruction of furniture, fixtures and fittings, books, artworks, wall and floor coverings, fences, gates, garden structures and trees.
8. Any unauthorised work to the Serviced Structure carried out without its approval.
9. Fraudulent or criminal acts by the Property Owners, any occupiers of the Serviced Structure or other third parties.
10. Any unauthorised tampering with or damage to the System.
11. Any loss or damage arising from the Property Owner's failure to observe the Environmental Conditions set out in this Agreement.
12. Any Physical Damage which occurs to the Serviced Structure.
13. Service where subterranean termite entry to treated areas 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.
14. Service where the Serviced Structure (Including immediate surrounds) has not been serviced in accordance with Amalgamated Pest Control's policies, procedures, terms and conditions.
15. Service 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.
16. Service where Amalgamated Pest Control is of the reasonable view that the activity of subterranean termites during the Free Service Period was caused by the fault of the Property Owner, Tenants or any other person for whom the Property Owner is responsible.

The Property Owner's Commitments

What the Property Owner Must Do

1. The Property Owner will be responsible for all costs that are not included in the Investment on the signed "Termite and Timber Pest Property Management Plan Proposal".
2. The Property Owner acknowledges the maintenance obligations set out in this Agreement and will maintain the Serviced Structure in accordance with those obligations during the Cover Period.
3. The Property Owner acknowledges the terms of the Environmental Conditions set out in this Agreement and will maintain the Serviced Structure in accordance with those terms during the Cover Period.
4. If the Property Owner notices any form of termite activity in or around the Serviced Structure, or there is any disturbance of the types set out in the Environmental Conditions, they must immediately notify Amalgamated Pest Control.
5. 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.
6. The Property Owner must allow Amalgamated Pest Control to manage the entire process of investigation and provision of additional Service.

Maintenance Requirements

For each System installed, there are common and specific maintenance requirements that must be met during the Cover Period in order to keep product warranties in force.

Common requirements for all Systems:

1. A Timber Pest Inspection must be conducted by Amalgamated Pest Control in accordance with AS4349.3 at least every 12 months during the Cover Period. Where the Serviced Structure is in a higher risk area (as determined by Amalgamated Pest Control), timber pest inspection intervals as recommended by Amalgamated Pest Control must be adhered to.
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. It must not be compromised by the installation of such items like concrete paths, pavers or garden beds.
3. Environmental Conditions as outlined in the Section "Environmental Conditions" must be maintained. 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	Additional Minimum Maintenance Requirements:
Termiticide Treated Zone	<ul style="list-style-type: none"> • Retreatment of exposed soil areas as recommended by Amalgamated Pest Control.
Monitoring / Baiting System	<ul style="list-style-type: none"> • Please refer to the Monitoring Agreement documentation.
Kordon	<ul style="list-style-type: none"> • 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. • Retreatment of exposed soil areas as recommended by Amalgamated Pest Control.
HomeGuard	<ul style="list-style-type: none"> • 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. • Retreatment of exposed soil areas as recommended by Amalgamated Pest Control.
TermSeal	<ul style="list-style-type: none"> • 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. • Retreatment of exposed soil areas as recommended by Amalgamated Pest Control.
ReTerM™	<ul style="list-style-type: none"> • Retreatment of exposed soil areas as recommended by Amalgamated Pest Control. • The ReTerM™ system must be recharged at intervals as prescribed by the requirements of Amalgamated Pest Control and the Manufacturer's Termiticide Label, whichever is less.

Environmental Conditions

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

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 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 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 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 zone/s 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 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 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 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 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 run off, 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 Amalgamated Pest Control for assistance.**

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 Agreement 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.

Commencement of Free Service Period

Despite the Cover Period, the Property Owner acknowledges that the Free Service Period will only come into force **after** the following conditions have been met:

1. All components of the agreed Property Management Plan have been installed and maintained by Amalgamated Pest Control, including any interim inspections agreed to in the Property Management Plan.
2. All environmental corrections recommended by Amalgamated Pest Control have been implemented and maintained by the Property Owner to the satisfaction of Amalgamated Pest Control.
3. All payments in respect of the services provided by Amalgamated Pest Control have been made in full.
4. A Free Service Period Certificate is issued by Amalgamated Pest Control to the Property Owner.

If Termite Activity Occurs

1. If the Property Owner notices or is made aware of any subterranean termite activity and/or damage, the Property Owner must advise Amalgamated Pest Control within 5 working days by phone, fax, letter or email.
2. The Property Owner must not touch or interfere with any part of the Serviced Structure without an Amalgamated Pest Control representative being present.
3. 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 activity, which includes providing access to the Property during business hours and at other times as agreed by all parties.
4. The liability of Amalgamated Pest Control under this Agreement will be reduced or removed when, having regard to all the circumstances, Amalgamated Pest Control is of the reasonable view that the Physical Damage was caused by the activity of subterranean termites during the Cover Period AND arose by reason of the fault of the Property Owner, occupiers or any other person for whom the Property Owner is responsible.
5. Amalgamated Pest Control must manage and control the entire process of investigation and re-treatment. This includes the selection of all contractors engaged to assess the condition of the Serviced Structure.

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, including but not limited to soil disturbance, flooding, building renovations/additions, service installations (including water tanks, air-conditioning units, phone, electricity and plumbing service installations), alterations to surrounding environmental conditions including garden beds, paths and landscaping.
2. Where such alterations have occurred, Amalgamated Pest Control will not be liable under this Agreement until:
 - a. It has been notified in writing within 5 working days of the event (by fax, email or letter); and
 - b. Amalgamated Pest Control has inspected the alterations; and
 - c. Where further work is required to be performed by Amalgamated Pest Control or the Property Owner such work is completed to the satisfaction of Amalgamated Pest Control, at the Property Owner's expense.

Termination of this Agreement

Amalgamated Pest Control may terminate this Agreement under the following circumstances:

1. The Property Owner 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 or any part of the System and treated zones have been interfered with, damaged or removed.
3. There is evidence of malicious tampering to the Serviced Structure.
4. The Property Owner fails 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 (by phone, fax, letter or email) of the Property Owner becoming aware of discovery of suspected subterranean termite activity or Physical Damage.
6. The Property Owner or other persons touch or interfere with Physical Damage or 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 Agreement was signed, would mean it would have been persuaded not to enter into this Agreement.
8. The Property Owner or the occupier of the Serviced Structure engages the services of another pest management company to provide pest management services to the Serviced Structure during the Cover Period.
9. As a minimum, the System must be maintained as specified in the Maintenance Requirements outlined earlier in this Agreement. A full Timber Pest Inspection must be conducted by Amalgamated Pest Control at the prescribed intervals, and all required actions arising from that inspection must be implemented within 60 days of the inspection. This may include remedial treatments, re-treatments and requested environmental corrections. Services and treatments rendered by Amalgamated Pest Control prior to renewal of the Free Service Period will be at the cost of the Property Owner.
10. The Cover Period will be automatically continued following the completed Timber Pest Inspection, subject to the findings of the Timber Pest Inspection Report.
11. In some cases, circumstances may have occurred during the Cover Period, including alterations to the Serviced Structure and its surrounding environment, that no longer provides Amalgamated Pest Control with the ability to properly manage the risk of subterranean termite attack to the level required to continue the Free Service Period with confidence. In such cases, the Property Owner will be advised of the termination of the Free Service Period.

No Assignment

The Agreement is personal to the Property Owner and may not be transferred or assigned to any other person.

If the ownership of the Serviced Structure changes, the new Property Owner must contact Amalgamated Pest Control, should they wish to establish a Free Service Period on the previously Serviced Structure.

Amalgamated Pest Control, in its absolute discretion, may agree to issue a new Free Service Period Certificate for the balance of the Cover 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 Acceptance

NOTE: Please Sign and Date this Page

I/We, the Property Owner, in signing this Agreement, acknowledge that I/we have read and understood all the terms, conditions, obligations and limitations of this Agreement.

Property Owner Name _____

Property Owner Signature _____

Date _____

APC Representative _____

Signature _____

Date _____

WHAT TO DO NEXT:

After signing this page, return the entire Agreement to the Amalgamated Pest Control Branch below.

**Upon return of this document,
your FREE SERVICE PERIOD will be ACTIVATED,
and your FREE SERVICE PERIOD CERTIFICATE will be issued.**

Issuing Branch