

# SWAT\*A\*PEST

## Timber Pest Inspection Agreement

### CLIENT INFORMATION

Client (Purchasers Full Legal Names): \_\_\_\_\_

Purchaser(s) Address: \_\_\_\_\_ Suburb \_\_\_\_\_ Post Code: \_\_\_\_\_

Purchaser(s) Email Address – (for report): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

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### PROPERTY TO BE INSPECTED

<b>Vendor's Name if known:</b>			
<b>Inspection Address:</b>		<b>Post Code:</b>	
<b>Contact for Access – (ie - real estate agent):</b>			
<b>Phone:</b>		<b>Mobile:</b>	
<b>Date inspection report is required (please be specific)</b>			

*(please note inspection process on page 5 of this report to confirm that you have provided adequate notice to ensure that the inspection and report can be done and delivered by your nominated time )*

Type of proposed inspection ordered by You:

AS4349.3-2010 Pre-Purchase Timber Pest Inspection

To avoid any misunderstanding as to the type of inspection We will carry out and as to the scope of the resulting report, You should immediately read, sign and return the copy of this agreement to Us. If You fail to return the copy to Us and do not cancel the requested inspection, then You agree that this document forms the agreement between You and Us. We will carry out the inspection and report as ordered in accordance with this agreement and You agree to pay for the inspection and report on delivery of the report.

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

### INSPECTION

1. In the case of Pre-purchase Timber Pest Inspections and all Timber Pest Inspections the inspection will be in accord with the requirements of Australian Standard 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection is to provide advice about the condition of the property concerning timber pest activity as outlined in the Scope of this Agreement.

2. All inspections (whether in accord with AS4349.3-2010 or AS3660.2-2000) will be a non-invasive visual inspection and will be limited to those areas and sections of the property to which Reasonable Access (see definitions below) is both available and permitted on the date and time of Inspection.
3. The inspector may use a probe, screwdriver or other sounding device to tap and sound test some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing will NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not yet the owner of the property being inspected. The inspector may use 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 will NOT be used on any other surfaces except where the visual inspection indicates that there may be a need to further test an area.
4. The inspection will NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including but not limited to: roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, window treatments, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
5. The 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 inspector will NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.
6. If the property to be inspected is occupied then You should be aware that furnishings or household items may be concealing evidence of timber pest activity and/or damage, which may only be revealed when the items are moved or removed. In some cases, the concealment may be deliberate. If You are the purchaser and not the owner of the property to be inspected then You should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any treatments have been carried out to the property. It is important that you obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

## **SCOPE OF THE INSPECTION & REPORT**

7. In the case of Pre-purchase Timber Pest Inspections or Timber Pest Inspections in accord with AS4349.3-2010 the inspection and resulting report will be confined to reporting on the discovery or non-discovery of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot) present on the date and time of the inspection.
8. The inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family Kalotermitidae) and European House Borer (*Hylotrupes Bujulus Linnaeus*) will be excluded from the inspection.
9. The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.
10. MOULD: Mildew and non-wood decay fungi are commonly known as Mould and 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 their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.

## **LIMITATIONS**

11. Nothing contained in the 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 timber pests. Accordingly, the Report will not guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor can it guarantee that future infestation of Timber Pests will not occur or be found.
12. If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied You agree to:
  - a. Obtain a statement from the owner as to:
    - i. Any timber pest activity and/or damage or other problems to the property known to them
    - ii. Timber repairs or other repairs
    - iii. Alterations
    - iv. Any other work carried out to the property including timber pest treatments
    - v. Obtain copies of any paperwork issued and details of all work carried out
  - b. Indemnify the Inspector from any loss incurred by You relating to the items listed in clause (a) above where no such statement is obtained.

## **DETERMINING EXTENT OF DAMAGE**

13. The Report will 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 may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate

contract is required) 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 and to determine the full extent of the damage and the extent of the repairs that may be required.

14. If Timber Pest activity and/or damage are found, within the structures of the grounds of the property, then damage may exist in concealed areas, ie – framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

## COMPLAINTS PROCEDURE

15. In the event of any dispute or claim arising out of or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty-eight (28) days of your notification to Us) and give Us full access in order that We 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.

If You are not satisfied with our response You must within twenty-one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

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; and
- 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. The Arbitrator may, as part of his/her 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.

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

**PURCHASERS INITIALS:** \_\_\_\_\_

## THIRD PARTIES

Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on the Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of fourteen (14) days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and Report itself.

## DEFINITIONS

16. You should read and understand the following definitions of words used in this agreement and the Report. This will help You understand what is involved in a Timber Pest Inspection or a Timber Inspection, the difficulties faced by an inspector and the contents of the Report with which We will provide You following the inspection.

**Access hole:** means a hole in the structure allowing entry to an area.

**Active:** means live timber pests were sighted during the inspection.

**Client:** the person(s) who requests 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.

**High Moisture Readings:** is a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high readings should be investigated by invasive means as the presence could indicate a leak or may indicate timber pest activity and/or damage.

**Inactive:** that no active (see definition above) timber pests were detected but evidence such as workings, damage, mudding, or exit holes is 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 the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

**Property:** the structure, gardens, trees, fences, etc up to thirty (30) 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 specifically order in writing that structures, gardens, trees and fences etc outside the thirty (30) metres from the exterior walls of the main building to be inspected no such inspection will be carried out.

**Reasonable Access:** only areas to which reasonable access is available are inspected. The Australian Standard 3660 refers to AS 4349.3-2010 which defines reasonable access. Access will not be available where there are safety concerns or obstructions or the space available is less than the following:

**Roof Void** – the dimensions of the access hole should be at least 500mm X 400mm and reachable by a 3.6m ladder and there is at least a 600mm X 600mm crawl space.

**Subfloor** – Access is not normally available where dimensions are less than 500mm X 400mm for the access hole and less than 400mm crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor.

The inspector shall determine whether sufficient space is available to allow safe access to confined areas. Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving furniture or stored goods.

**Report:** is issued to You by Us following Our inspections of the property.

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

**Our/Us/We:** means the company, partnership or individual named below that You have requested to carry out a timber pest or termite inspection and report.

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

## UNDERSTANDING

17. If there is anything in this agreement that You do not understand then, prior to the commencement of the inspection, You must contact Us by phone or in person and have Us explain and clarify the matter to Your satisfaction. Your failure to contact Us means that You have read this agreement and do fully understand the contents.
18. You agree that in signing this agreement You have read and understand the contents of this agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the inspection prior to delivery of this report.
19. If You fail to sign and to return a copy of this agreement to Us and do not cancel the requested inspection then You agree that You have read and understand the contents of this agreement and that we will carry out the inspection on the basis of this agreement and that we can rely on this agreement.
20. Noe: Additional inspection requirement requested by You incur additional expense in regard to the cost of the inspection.

**Are there Special Requirements / Conditions requested by the client/client's representative regarding the Inspection and Report:**

**Yes / No** (if no selection is circled then it will be assumed that there are no special conditions).

Additional Special Requirements / conditions will impose a fee of \$220 p/hour plus any additional safety requirements at cost price (ie – hiring of safety harness). Although all care will be taken, SWATAPEST Pty Ltd nor any agent working on behalf of the organisation will NOT be liable for any damage caused during or after any additional special requirements / conditions for which you choose. You, the purchaser, will be solely liable for any and all damage regardless of whether you continue with the purchase of the property. By signing below you agree to these terms and conditions.

Additional Special Requirements / Conditions – please list: \_\_\_\_\_

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**Additional Option:** SWATAPEST Pty Ltd can offer You an upgrade to the standard inspection using specialist inspection equipment called Termatrac T3i. This tool uses microwave and thermal imaging technologies to help locate active termites in concealed areas that would not ordinarily be possible during a standard visual inspection.

By selecting the Termitrac T3i upgrade, we will conduct a thermal scan of the ceiling timbers and well as any applicable wall timbers. The Termitrac T3i can record surface temperature differences from one area to the next. Any section that shows a higher temperature difference of 1 degree Celsius or higher will be noted in the report.

With this option, we will also carry out a microwave scan to the most susceptible termite areas, kitchen, bathroom and laundry cupboards which are all a high risk of termite attack. We will also carry out a microwave scan of any areas of concern seen within the scope of the inspection as described above. The microwave scan can locate movement behind walls and other objects including the detection of termites in a cavity wall, which would otherwise be visually undetectable.

**Limitations of T3i Upgrade:** You understand that the Termitrac T3i will only be used in the areas mentioned above. The thermal difference is a surface temperature differential only. It cannot pick up temperature changes behind walls for example, it is only the surface temperature. The microwave scan requires the termites to be actively moving in the immediate area at the time of the inspection. The scan cannot work through steel structure as the waves bounce off the metal and give a false reading. High levels of moisture have the ability to absorb the waves and also give a false reading.

By selecting the upgrade You agree to that you have read and understand the limitations of the Termitrac T3i device.

To take advantage of this upgrade option, please select the option below and also advise the inspector prior the inspection that you would like to have the upgrade. If You fail to advise Us of the upgrade prior to commencing the inspection, then we will not be able to provide the service and just a standard inspection and report will be carried out.

**INSPECTION OPTIONS:** We provide three different levels of inspection for you. If you do not select one of the options below, We will carry out the standard inspection and report only. *Please tick your selection ✓*

Standard Pre-Purchase Visual Inspection and report in accordance with AS4349.3-2010	\$250	
Standard inspection (AS4349.3-2010) with Termitrac T3i upgrade as described above	\$330	
Standard inspection (AS4349.3-2010) along with using the Termitrac T3i to carry out microwave scan and sound testing of every accessible timber in the entire house, as well as every portion of the external walls. (This inspection takes 4-6 hours to complete)	\$750	

**PROCESS OF INSPECTION:**

- 1. Once SWATAPEST receives a completed/signed copy of this agreement we will proceed with the timber pest inspection on your behalf – contacting the access person mentioned on page one (1) of this report and booking in your inspection.
- 2. We will conduct the inspection at your nominated premises
- 3. We will gather all the information together and produce a fully detailed report based on our findings. The report will be carried out in accordance with AS4349.3-2010 guidelines.
- 4. Once payment is received we will email through your report. (if paying by credit card we will email through your report immediately).
- 5. It will be Your (purchaser's) responsibility to ensure that you are satisfied with all of our findings during the inspection as detailed on your report and to inform your settlement agent whether you are happy to proceed with settlement or not. The inspector will make themselves available to answer any questions you may have.

Name of Client: \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature of Client: \_\_\_\_\_ Please ensure you have initialled page 3

Please post this form back to: 3 / 2690 Albany Highway KELMSCOTT WA 6111 - or email direct to: [daniel@swatapest.com.au](mailto:daniel@swatapest.com.au)

Paying by credit card – we accept Visa, Mastercard or American Express (no additional charges)

Name on Card: \_\_\_\_\_

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Expiry Date:

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Card Holders Signature \_\_\_\_\_

CVV:

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