



265 King St
NSW, Newcastle, 2300

TIMBER PEST AGREEMENT

Definitions

Timber Pest Attack means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Timber Pest Detection Consultant means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Timber Pests means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

- *Chemical Delignification* - the breakdown of timber through chemical action.

(b) *Fungal Decay* - the microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include mould, which is a type of fungus that does not structurally damage wood.

- *Wood Borers* - wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.
- *Termites* - wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing means where appropriate the carrying out of Tests using the following techniques and instruments:

(a) *electronic moisture detecting meter* - an instrument used for assessing the moisture content of building elements;

(b) *stethoscope* - an instrument used to hear sounds made by termites within building elements;

(c) *probing* - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and

(d) *sounding* - a technique where timber is tapped with a solid object.

Purpose, Scope and Acceptance Criteria

The Timber Report ("the Report") is to be carried out by a Timber Pest Detection Consultant ("the Consultant").

PURPOSE The purpose of the inspection is to assist the Client to identify and understand any Timber Pest issues observed at the time of inspection.

SCOPE OF INSPECTION The Report only deals with the detection or non detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

Note. With strata and company title properties, the inspection is limited to the interior and the immediate exterior of the particular residence to be inspected. Common property is not inspected as part of the Report.

ACCEPTANCE CRITERIA Unless otherwise agreed and noted in "Special Conditions or Instructions" for this report request, the building being inspected is to be compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted timber pest management practices and has since been maintained during all its life not to attract or support timber pest infestation.

Note. If the building is not comparable to a similar building (e.g. due to unusual design or construction techniques), then the inspection shall be based on the general knowledge and experience of the Consultant.

Unless noted in “Special Conditions or Instructions”, the Report assumes that the existing use of the building will continue.

The Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

(a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and

(b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in the Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report is to be based please discuss your concerns with the Consultant before ordering the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in the Report.

Limitations

The Client acknowledges:

1. The Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
2. 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 inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder’s debris, vegetation, pavements or earth.
3. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
4. European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
5. The Report is not a structural damage report. Neither it a warranty as to the absence of Timber Pest Attack.

6. If the inspection is to be limited to any particular type(s) of timber pest (e.g. subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
7. The Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. The Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on the report by any third party.

Exclusions

The Client acknowledges:

1. The Report does not deal with any timber pest preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by timber pests. However, this additional information or advice may be the subject of a timber pest management proposal which is adequately specified.