



Termguard Warranty Conditions

*Subject to the following terms, conditions and exclusions, **TERMGUARD Pty Ltd** ABN 23 009 302 265 warrants the performance of the **TERMGUARD** Reticulated Termite System installed at the Covered Property

DEFINITIONS

The **"Builder"** is the person who enters into a contract with the installer for the installation of the **TERMGUARD** Reticulated System

The **"Installer"** or **"Licensee"** is the **TERMGUARD** Authorised Installer of the system as identified on the Certificate of Installation.

"Home Owner" means the holder of the Warranty for the covered property including their successors in title.

The **"Premises"** is the building specifically identified in the Certificate of Installation as being installed with the **TERMGUARD** Reticulation System and covered by this Warranty. Additions and alterations made to the covered property within which the **TERMGUARD** Reticulation System is not installed by a **TERMGUARD** Authorised Installer are not covered by this Warranty.

"The System" means the physical **TERMGUARD** Reticulation System first installed at the Covered Property which includes the piping and any other accessories that form part of the **TERMGUARD** Reticulation System.

BENEFITS What This Warranty Covers

- 1.1 **TERMGUARD** warrants that for a period of 50 years from the date of installation, the **TERMGUARD** Reticulated Termite System:
 - (a) will effectively apply and replenish termite control agents in accordance with manufacturer's labels;
 - (b) will not damage the slab or be damaged by the slab;
 - (c) will not decompose or disintegrate under the slab.
- 1.2 In the event that the **TERMGUARD** Reticulated Termite System does not perform to the **TERMGUARD** Warranty and subject to the Conditions and Exclusions below, **TERMGUARD Pty Ltd** agrees that it shall:
 - (a) at its option repair or replace any timber which is damaged as a result of attack by termites entering the Premises by subterranean infestation within the period of fifty (50) years from the date of the System being installed;
 - (b) at its option repair, restore or replace any painted or varnished or stained surfaces damaged as a result of attack by termites entering the Premises by subterranean infestation within the period of fifty (50) years from the date of the System being installed;
 - * (c) pay any legal costs or expenses incurred or to be incurred by the Builder in legal proceedings to the extent that they have been reasonably incurred, but limited to such costs or expenses as are paid to **TERMGUARD Pty Ltd** under any relevant policy of insurance maintained by **TERMGUARD Pty Ltd**. Any payment will be made at the conclusion of the legal proceedings.
(*only applies to Builder Warranty claims)
- 1.3 The method of repair, replacement or restoration determined by clauses 1.2(a) and 1.2(b) will be determined after consultation with the Builder (and the Home Owner) but **TERMGUARD Pty Ltd** shall be solely entitled to determine the method and whether and to what extent the repair, replacement or restoration shall be carried out by the Builder or any other builder.
- 1.4 The benefits conferred upon the Home Owner by this Warranty are in addition to all other rights and remedies had by the Home Owner in law against **TERMGUARD Pty Ltd** except to the extent to which **TERMGUARD Pty Ltd** is entitled to modify or exclude such rights and remedies and does so below.

EXCLUSIONS What **TERMGUARD Pty Ltd** is not liable for under this Warranty.

The benefits of the **TERMGUARD** Warranty do not apply to:

- 2.1 Any claim in respect of any timber forming part of the Premises where:
 - (a) the floor area of such Premises has been extended or increased;
 - (b) the Premises have been renovated, altered, restored or repaired in the areas of infestation or access by termites; and if those areas have not been treated by the installation of a **TERMGUARD** Reticulation System by a **TERMGUARD** Licensee to protect against subterranean termite infestation.
- 2.2 Any claim arising out of a physical or chemical disruption to the System where such disruption is directly or indirectly the result of:
 - (a) the negligent or deliberate act or omission of the Builder, the Home Owner or any of their employees, agents or contractors;
 - (b) any act of God, natural disaster, riot, civil commotion, war, undeclared hostilities, arson, vandalism or any other cause whatsoever beyond the reasonable control of **TERMGUARD Pty Ltd**;
 - (c) any liability of the Builder for damage to timber caused either directly or indirectly by the failure of any chemical used or applied to the System to perform consistent with the chemical manufacturers' published specifications;
 - (d) any liability of the Builder for damage or loss which is caused or contributed to by any damage to timber, whether by termites or otherwise, including but not limited to loss of profits or other form of economic loss whatsoever.
- 2.3
 - (a) any claim in respect of any damage by subterranean termite attack, where the regular inspections as per AS3660.1 have not taken place;
 - (b) any claim arising from termite infestation through the concrete slab, or where the slab has not been constructed in accordance with AS 2870-1996, where the System installed is any System but the **TERMGUARD** Ultimate System;
 - (c) any claim arising from termite infestation through the penetrations, concrete slab, or where any termite infestation has occurred at any point except through the outside perimeter path where the **TERMGUARD** Perimeter System only is installed;
 - (d) any claim where the Home Owner has increased the risk to the area of infestation or access by termites:
 - (i) building garden beds or landscaping or otherwise covering weep holes in the brickwork or structure of the Premises;
 - (ii) storing or allowing the accumulation of timber, refuse, firewood or other materials close to the Premises;
 - (iii) committing any other act or omission.

- 2.4 (a) any claim lodged more than 30 days after the Builder/Home Owner becomes aware (or reasonably should have been aware) of any attack by termites;
 (b) any claim or the expenses of the Builder and/or Home Owner in making a claim under this Warranty.
- 2.5 Any claim for loss, damage costs or expense whatsoever suffered by the Home Owner which is caused or contributed to by any negligence or wilful default by **TERMGUARD Pty Ltd** employees, agents or independent contractors, or by the negligence or wilful default of any **TERMGUARD** Licensee, its employees, agents or independent contractors.
- 2.6 Any claim where the Premises are used for commercial purposes (except for residential tenancies).

CONDITIONS Important Information to the Builder and Home Owner

- 3.1 This Warranty is valid:
 (a) only whilst regular inspections and maintenance, by **TERMGUARD** approved inspectors and/or installers, are carried out as recommended in Australian Standard AS3660.1 being:
 (i) regular inspections at least 12 monthly, or 3-6 monthly in high termite areas; and
 (ii) comply with the replenishment requirements of the manufacturer of any chemical installed as termiticide as per the instructions of such manufacturer, and/or the requirements of the Australian Standards in respect of such chemical.
 *(b) if the Home Owner notifies the Installer in writing within 30 days of taking possession of the Premises (directly or by any tenant, licensee or other person) that it wishes to have the benefit of this Warranty). *(only Applies to Home Owners).
- 3.2 Any contract for the supply, installation, inspection and/or maintenance of the System exists only between the Builder and the **TERMGUARD** Installer or Licensee and not between the Builder and **TERMGUARD Pty Ltd** unless **TERMGUARD Pty Ltd** itself undertook such installation and is noted herein as the Installation Company on the Certificate of Installation.
- 3.3 No Licensee is a partner, employee or agent of **TERMGUARD Pty Ltd** or is authorised to hold itself out as such, except for the purpose of the Licensee providing this document to the Builder.

ADDITIONAL INFORMATION What You Need to Know About the Warranty

Home Owners

- 4.1 As the Home Owner you must ensure you provide the Installer with written notification **within 30 days** of taking possession of the Premises (directly or by any tenant, licensee or other person), or this Warranty being issued, whichever is the latter; that you wish to have the benefit of this Warranty. A Warranty Activation Form is included for you to send to the Installer.
- 4.2 If you do not provide the Installer with notification of the Warranty you will not be entitled to the benefit of the Warranty coverage, although you will still be entitled to the rights and remedies that a home owner has under any Statute, such as the Trade Practices Act, and in law.
- 4.3 It is also important that you note the qualification contained in section 3 of the Warranty and the qualification in clause 1.2(c), which limits that entitlement to Builders.
- 4.4 You must ensure you read the Warranty carefully. It sets out procedures which **must** be followed for claims to be lodged. It also sets out **exclusions** of liability.

Builders

- 4.5 If you are a Builder it is **not** necessary to provide written notice of the Warranty activation but you must note section 3 of the Warranty.

Signage

- 4.6 A durable termite protection notice has been fixed inside or near to the meter box to remind you that the system must be inspected and maintained under the Warranty. Please study this notice to see where the **TERMGUARD** Reticulated Termite System has been installed.

Landscaping

- 4.7 If landscaping is yet to be completed it is essential that a temporary termite barrier be installed as soon as practicable to avoid termite attack and to activate the **TERMGUARD** Warranty. A temporary System will be installed as part of the final cost of installing the complete System; however, the Home Owner will then be invoiced for the final charging of the System. If a temporary System is not installed the express Warranty offered by **TERMGUARD** will not apply if the termite infestation occurs through the perimeter of the Premises.

HOME OWNER WARRANTY CHECKLIST

Prevention is Better than the Cure!

- **Warranty Pack:** Read all the information in your Warranty Pack thoroughly. Pass on this Warranty Pack and all inspection reports of the termite control System installed if you sell the house.
- **Warranty Activation Form:** Make sure you return the Warranty Activation Form to the Installer to activate your Warranty
- **Annual Inspections:** Have your property inspected at least once per year by the licensed **TERMGUARD** Installer of the termite control system. Make sure you keep documentation of all inspections. These annual inspections are a condition of this Warranty and in compliance with the Australian Standard for Termite Protection (AS3660.1)
- **Chemical Re-Application:** Have chemical re-plenished into your **TERMGUARD** Reticulated Termite System at least every 3 years by the licensed **TERMGUARD** Installer of the termite control system. This is required to maintain your Warranty.
- **Landscaping & Soil Levels:** If you are landscaping you must ensure the Perimeter System is not disturbed in any way by the landscaping work. Do not build garden beds over weepholes. Activities such as digging next to the house, replacing old plants, installing a reticulated water irrigation system or covering areas adjacent to the house with wood chips or products may disturb the System and cause the Warranty to become invalid if there is a perimeter termite attack. Advise your licensed **TERMGUARD** Installer of such activity.
- **Extensions or Alterations:** If an extension or renovation is built (including verandahs, timber decks, awnings, pergolas etc) ensure that the termite barrier is re-installed by a Licensed **TERMGUARD** Installer. This is required to maintain your Warranty.
- **General Maintenance:** Do not store timber, refuse, firewood or similar materials close to the building. This may bridge the Termite Barrier and void your Warranty. Regularly inspect the perimeter of your building for signs of breaching of the System. Check the landscape for signs of termite activity. Advise the Installer of major wash outs or ground disturbances caused by heavy rain or other conditions.

Your licensed **TERMGUARD** Installer can answer any questions that you have regarding the system and/or the Warranty.