

- 1/

This Termiproof warranty application MUST be signed by the applicant and witnessed by the pest control technician listed in the right hand column on the front of the sheet.

2/

The applicant warrants and covenants in favour of Green Termite Bait Systems, that it has received, or has waived its right to receive, independent legal advice with respect to all matters contemplated by this application and warranty.

3/

The warranty covers unlimited 100% timber replacement and repairs to the building for areas specifically damaged by subterranean termites during the warranty period only. Repairs include timber replacement, plaster and tile replacement, paint and tiles and associated costs from a suitably licenced builder nominated by Green Termite Bait Systems.

4/

It is expressly acknowledged and agreed that the warranty only covers new damage that can be shown to be directly caused by subterranean termites, and accepted as so caused by Green Termite Bait Systems, after this Termiproof warranty application is approved and accepted by Green Termite Bait Systems.

5/

It is expressly acknowledged and agreed that the warranty does not cover any other damages of any nature whatsoever which may result from termite or other damage other than that specified in 4/ above.

6/

The warranty (if approved in accordance with the further terms of this application) is valid for a 12 month period commencing from the date of acceptance in writing by Green Termite Bait Systems and is only valid for claims made with-in the warranty period. The applicant acknowledges that additional work (at additional cost) may be required before this warranty application is accepted (at the discretion of Green Termite Bait Systems).

7/

The warranty is ONLY valid from the date of acceptance by Green Termite Bait Systems which will be confirmed in writing via an acceptance letter. Payment for the warranty or a deposit for the warranty does not mean the warranty is automatically accepted or valid. The date of acceptance may be subject to a waiting period of up to six (6) months in cases where there is existing termite activity within the structure covered by the warranty. There are no fees payable during the waiting period.

8/

Green Termite Bait Systems reserves the right in its sole discretion to decline a warranty application and refund all money paid towards the warranty. Any money spent or charges incurred on carrying out any of the steps required to make application for the warranty whether the warranty is accepted or not, are non-refundable.

9/

Green Termite Bait Systems reserves the right to cancel a warranty at any time if in its sole discretion it has reason to believe the warranty has been voided, or is voidable, and refund the balance of any monies paid.

10/

Green Termite Bait Systems reserves the right to refuse the renewal of a warranty for any reason whatsoever.

11/

The warranty does not cover damage to outbuildings, sheds, stables, fences, retaining walls, outdoor furniture or any other timber outside of the home unless specifically included in the warranty and approved by Green Termite Bait Systems and confirmed in the letter of acceptance.
- 12/

If the warranty is on a monthly payment plan, then failure to pay for the warranty on time as provided for in that plan, will immediately void the warranty.

13/

Failure to comply with ongoing directions or recommendations from the pest control company that services your Green Termite Bait System and conducts your ITM program during the period of the warranty will automatically void the warranty.

14/

Loss or removal of a Green Termite Bait whether deliberate or not will void the warranty if the bait is not promptly replaced with-in one month of it been noted as missing.

15/

The Green Termite Bait System must be checked and recorded in writing as checked (see 17 below) and serviceable by a licenced professional on a monthly basis. Failure to check and maintain the Green Termite Bait System or allow access to check and maintain the Green Termite Bait System on a monthly basis will automatically void the warranty.

16/

The warranty does NOT cover DIY service of the baits or service of the baits by a non-licensed pest control operator.

17/

A service history book must be accurately filled out every month by the company that inspects the Green Termite Bait System. Green Termite Bait Systems reserves the right to ask to see the original copy of the Service History Book at any time, including random checks. If the book cannot be produced as and when requested or is not up-to-date then the warranty will be voided. Service History Books are available from Green Termite Bait Systems upon request.

18/

Failure to allow access inside the home to inspect the Ec2c Termite Windows on a minimum 6 monthly basis will automatically void the warranty.

19/

A true copy of the 6 monthly internal Ec2c Termite Windows inspection report must be provided to Green Termite Bait Systems with-in 30 days of the report being completed, otherwise the warranty will be automatically voided.

20/

Green Termite Bait Systems does not accept responsibility for the actions or inactions of independent companies that provide the services required to maintain this Termiproof warranty.

21/

The applicant must ensure that the terms and conditions of this Termiproof warranty are met at all times.

22/

In the event that the home is sold, the applicant must not assign or otherwise deal with the warranty unless approved in writing by Green Termite Bait Systems; such approval must not be unreasonably withheld provided the new owner agrees to be bound by the terms of this warranty.

23/

Green Termite Bait Systems will endeavour to settle any legitimate claims promptly and fairly. If for any reason Green Termite Bait Systems believe the claim to be incorrect, fraudulent, unfair or excessive, then the parties must negotiate in good faith to resolve the disputed claim within five (5) business days, failing which the parties agree that the disputed claim will proceed to independent mediation before a party is entitled to commence court proceedings.

- 24/

This warranty is governed by the law applicable in Queensland. Each party submits to the non-exclusive jurisdiction of the courts of Queensland.

25/

The applicant, its successors and permitted assigns releases and discharges Green Termite Bait Systems, its officers and employees (or any of them) from any and all any claims, suit, cause of action, loss, liability, demand, costs and expenses or payment which claim the applicant may have now or in the future in respect of the Green Bait Termite System and the ITM program not expressly covered by this warranty (when approved and valid).

26/

The applicant warrants in favour of Green Bait Termite Systems that the information provided in this application is true and correct, and that the applicant has not provided any false or misleading information, nor withheld any material information from Green Bait Termite Systems in making this application.

The ITM program outlined in this application and the following terms and conditions outlined are here to protect you, the customer, from subterranean termite damage to your property. They are also in place to protect Green Termite Bait Systems against falsified warranty applications and fraudulent claims, especially in cases where known termite damage has been deliberately concealed or information deliberately withheld.

It should be noted that termites never stop trying to gain entry to your home and although one or more colonies may be eliminated around your home, it doesn't stop new colonies establishing themselves in your area in the future. Our aim is to ensure that you understand the need for an ongoing, sensible, well planned ITM program and to make certain that all the procedures listed above are carried out professionally and in a timely manner. To reiterate and emphasise, ITM is an ongoing process requiring regular vigilance and maintenance. At all times you should follow the sound advice and directions suggested by your trusted termite professional.

Green Termite Bait Systems understand that the initial steps to qualify for a Termiproof warranty are rigorous and some may consider it too difficult or too expensive. However it should be kept in mind that all of the steps in an ITM program are considered by many in the pest control industry as "best practice" and these steps are designed to minimise the risk of termite damage to your home. Some of the steps will only need to be done once. For example, the installation of Ec2c Termite Windows will last for the life of the home and they will greatly assist all future termite inspections. After the initial investment to get your Termiproof warranty started, keeping it properly maintained from year to year is much easier and you can relax with 100% peace of mind knowing that your home is a fortress against termites. Regardless of whether you take up the Termiproof warranty or not, following all of the above steps or as many of the above steps as possible will greatly reduce the risk of termites entering your home and doing major structural damage.

Although every effort will be made by the company servicing your Green Termite Bait System and Ec2c Termite Windows to carry out all inspections of the bait system and the Ec2c Termite Windows on schedule, Green Termite Bait Systems cannot be held responsible for the actions or inactions of independent pest control companies, therefore **the final onus is on the purchaser of this warranty to ensure that service schedules and inspections as outlined in this warranty are complied with.** We strongly recommend that you diarise the monthly, six monthly and annual inspections.

Integrated Termite Management Program

