



## OPTIGARD INVESTMENT

### TERMS AND CONDITIONS OF SALE

#### Important Information Concerning Your Pest Management Program

##### Health and Safety Precautions to be observed during and after pest management treatment

1. You must advise us of any pets or of any personal or family/staff allergies, or other health concerns.
2. Any persons who may be particularly sensitive, or who may suffer from allergic reactions, should, as a matter of precaution, remain out of the premises for a period of twenty-four (24) hours and not return until after the premises have been fully ventilated. Leave any air-conditioners on 'vent mode' (so they circulate outside air into the building) for a period of at least four hours after the treatment or after re-occupying.
3. You must cover all food items and all food utensils prior to a treatment, as directed.
4. You must remove or protect any people, animals, birds or fish during the treatment period. All pets/animals should be kept away from treated areas until dry and any odour has cleared.
5. You must avoid contact with treated surfaces until the insecticide has dried. This could take three (3) to twenty-four (24) hours in some cases.
6. On external treatments close all doors and windows during the treatment and keep closed until the odour has cleared. This could take three (3) to twenty-four (24) hours in some cases. This is done to avoid any odour entering the building.
7. When gaining access to, or working in the roof void and/or subfloor areas, overalls and gloves and a respirator should be worn to avoid contact with any insecticidal products. The overalls and gloves should be washed immediately and separate from other washing or disposed of as soon as practicable.
8. You must observe any verbal advice provided by our firm or our licensed technician at the time of treatment.
9. Other

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#### Payment Terms and Details of Your FREE Service Period

10. If during the course of the program it is found that structural or environmental conditions prevent us from performing any sections of the Management Program, as quoted, then the terms of the FREE Service Period or the cost of your investment may need to be reviewed.
11. Unless specific written arrangements have been provided, the full contract price shall be due and recoverable on commencement of works, as detailed within the Proposal/Quotation overleaf.
12. Any FREE Service Period shall become null and void unless all monies due and payable have been paid in full within standard terms and in accordance with section 9 of these Terms and Conditions.
13. Where a FREE Service Period has been provided then, upon notification by you, we agree to provide you with such remedial treatment(s) as may be required to the nominated property, AT NO COST TO YOU, for the term of the FREE Service Period as detailed overleaf. Any FREE Service Period is conditional upon you immediately notifying us of the signs of the suspected pest infestation. Remedial treatment(s) will only be carried out to affected areas.
14. No responsibility can be accepted, nor warranty expressed or implied, for any damage or consequential losses that may occur as the result of past, current or future pest activity.
15. The proposed treatment only applies to the pest species named overleaf on this Pest Management Proposal. This program does not provide for a Pest Management Program against untreated pests.

### Treatment Details and Pest Management Agents

16. Only Pest Management agents/products approved by the Department of TPRI and registered for use within the relevant State or Territory will be used.
17. While every care will be taken, we will not be held liable should staining of timbers, fabrics, wall coverings, floor coverings or any other articles occur.
18. **WARNING.** Where concrete drilling and or cutting is required; no liability is accepted should damage result to concealed services such as power, gas, water, etc. You indemnify us against any costs that may arise from such possible damages. You should provide clear and accurate plans before we commence any such site works. (No rectification works are provided for unless mentioned overleaf).
19. You accept that this Pest Management program can be rendered ineffective if you fail to implement our recommended hygiene procedures, by making building and/or landscaping alterations, or by the introduction of conducive or infested materials.

### Termites and Other Timber Pests

20. This program does not cover treatment for, or inspection for termites (white ants) or any other timber pests.
21. We strongly recommend that you should arrange to have a Timber Pest Inspection and Report completed at least annually and more frequently in high risk areas as recommended in the Tanzanian Standards Termite Management Part 2: In and around existing buildings and structures-Guidelines, and such inspection and report is to be undertaken in accordance with Inspection of buildings Part 3: Timber Pest Inspections. A Timber Pest Inspection and Report can be arranged upon request and is highly recommended.

✓	Trade Name	Active constituent	Quantity of Active Constituent Used	Quantity of mixed product used

### Disclaimer of Liability to Third Parties

22. This Pest Management Program is provided solely for the benefit of the Client named overleaf. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the proposal, quotation and/or treatment wholly or in part. Any third party acting or relying upon this proposal/quotation and/or treatment does so at their own risk.



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**PESTICIDE USE:** (Please write and complete only for the pesticide used at this site)

**The information recorded on this form must be kept for at least two (2) years.**

**NOTE:**

1. The Pest Management Regulation 2003 only requires application rates to be recorded for products used for timber pest treatments\* and fumigants.
2. Technicians undertaking a fumigation activity still must provide a fumigation notice under section 20 and clearance certificate under section 27 of the Pest Management Regulation