

LEAK DETECTION – TERMS AND CONDITIONS AND DISCLAIMERS

1.0 INTRODUCTION

Thank you for considering Trace Leak Detection and Plumbing (**TLD**). Given the specialised nature of this service, we want to help you understand the process, equipment, type of leaks, and potential variables that may arise during the detection process. Please note that each leak is unique, and some may be more challenging than others. This document outlines our terms, conditions, and pricing (**Agreement**). TLD is committed to delivering work of the highest standard and maintaining transparency and professionalism throughout the entire leak detection service.

2.0 WATER/GAS LEAK DETECTION DISCLAIMER

- 2.1 TLD cannot guarantee the length of time required to find any leak(s) or if a return visit is necessary. Any damage from undetected leaks between visits is not the responsibility of TLD.
- 2.2 TLD requires water and gas lines to be closed during the leak detection testing depending on the nature of the leak. If required, occupants must be advised of this prior to booking the services.
- 2.3 External loud noise or high volumes and white noise will disrupt the accuracy of acoustic leak detection, and it is advised to conduct such detection services when the relevant noise has stopped or after hours.
- 2.4 Trace Leak Detection will always conduct works professionally, respect the customer's property and inform the customer in detail about the detection methods being used.
- 2.5 Trace Leak Detection will notify the customer of all findings and progress as relevant. Any proposed use of tracer gas will be communicated to the customer and permission obtained in advance of any use.

- 2.6 If a leak cannot be heard using acoustic leak detection methods, then tracer gas leak detection will be required at additional cost depending on the volume needed (i.e., the size of leak or length/diameter of the line).
- 2.7 If a customer refuses the testing method suggested by the technician, then the 2-hour minimum engagement remains payable.
- 2.8 Acoustic leak detection of the sound frequency of a leak or burst may not be heard due to the size of the leak or burst (i.e., being too small, deep, or where poly or non-acoustic material or other obstruction is covering the relevant area).
- 2.9 Some leaks may only occur under certain circumstances, which may make it much harder if not impossible to locate using non-invasive methods. In certain instances, limited invasive works are required, i.e., removing panels, drilling test holes in a specific structure. Invasive procedures will only be carried out with prior express written consent from the customer detailing the proposed invasive procedures. All rectification costs are the responsibility of the customer.
- 2.10 TLD requires unrestricted access to all required areas, including other properties if necessary (strata units, apartment buildings etc). This includes free access to isolation valves, hot water units and manholes. If unrestricted access is unavailable and testing cannot be carried out or completed, then the minimum 2-hour engagement is payable.
- 2.11 TLD will make every effort to conduct leak detection services in areas with limited or restricted access. However, heavily restricted access or a refusal of necessary access will result in incomplete testing with the 2-hour minimum engagement still payable.
- 2.12 Any service area/s affected by mould and determined by TLD to be at an unsafe level must be treated and deemed safe before entering.

3.0 TRACER GAS DETECTION DISCLAIMER

- 3.1 Tracer gas is lighter because of the combined hydrogen and nitrogen used. It can easily find air pockets underground and escape/track which may cause inaccurate readings. Certain floor constructions such as ducting, sheathing and plastic can further reduce the accuracy of this testing method.

4.0 FLOOD/STATIC/DYE TESTING DISCLAIMER

- 4.1 Prior to any leak detection services, the target line and volume of pressure loss must be determined.
- 4.2 All external fixtures, external and internal valves at the property must be checked. If any are found to be leaking or passing, then they must be capped off. If not applicable, any valves or fittings or compromised section/s must be replaced to get precise testing results.
- 4.3 If flood, static, or dye testing is required to locate leaks on roofs, or in showers, balconies or other areas, then water pressure to expose the leak zone area will be required.
- 4.4 The customer will be responsible for the cost of fluorescent dyes used for dye testing methods. Such dyes may stain surface areas such as grouting, but this is rare and TLD will use their extensive experience to limit any such occurrence. TLD will obtain prior written consent from the customer before undertaking this procedure.
- 4.5 Water ingress may occur through cavities or where water finding the least points of resistance. This can cause water staining to areas such as ceilings, walls, floors etc depending on the leak size or how water is tracking through areas. However, TLD will use their extensive experience and use all preventative measures to minimise this occurrence.
- 4.6 TLD bears no responsibility or liability for any damage or any water/dye staining to areas on the customer's property during the testing procedures and after the procedures have been completed.
- 4.7 TLD bears no responsibility or liability for secondary leaks not located, nor for future leaks that occur after the booked services have been completed on the day.
- 4.8 Leaks can seal and be sporadic in nature, which can cause inaccurate atmospheric readings due to temperature variances, movements, obstructions and the size of the leak (i.e., pinhole/weep).

5.0 PIPE AND CABLE LOCATING

- 5.1 All locations are completed in accordance with the AS5488-2013 Subsurface Utility Information Standard and as far as possible, to QL-A and QL-B of that standard.
- 5.2 The locations of underground services are an indicative and approximate position. Exact position and depth require hand excavation or pot holing.
- 5.3 Underground service locating is a risk minimising process, not a risk elimination process. While TLD are professionally trained, there are many obstacles and restrictions that may limit accurate locating including soil conditions, congested service trenches with additional services nearby, and non-metallic/non-ductile services.
- 5.4 If piping is non-conductive, i.e., made of poly material, then conventional equipment will not be able to detect this. Tracer wire must be internally fitted into piping or pulsating equipment must be used.
- 5.5 If earthing is non-conductive, then inaccurate readings may happen due to the difficulty in earthing required lines. Earthing can also jump to the strongest available current, which may identify other utilities such as power or it may make it easier for the current/milli amps to travel.
- 5.6 TLD does not guarantee that all underground services will be found.
- 5.7 TLD has no liability for damaged underground services.
- 5.8 All locates are at QLB level.
- 5.9 When using excavating equipment, a second worker should always watch the bucket to check for any unforeseen utilities/ghost lines.

6.0 PRICING

- 6.1 TLD does not charge a call-out fee during business hours Monday to Saturday.
- 6.2 There is a minimum 2-hour engagement charged at \$485.00 incl GST.
- 6.3 Weekend service rates differ and will be communicated to the customer prior to any booking. Written customer consent to the proposed service rates must be received prior to any service attendance.
- 6.4 Every hour after the minimum 2-hour engagement is charged at an hourly rate of \$185.00 incl GST. The total duration of the leak detection services is unknown prior to attendance, commencement and required investigations as per the conditions noted in this document.
- 6.5 Travel time outside of the prescribed zone area is charged at \$132.00 incl GST per hour. This additional travel time charge may apply for service locations outside the zone, but TLD will inform customers of this in advance and provide details of any applicable charges prior to attendance at the service location.
- 6.6 After hour services starts from 5:00 pm Monday to Saturday. Service charges are determined by the time bracket of the booking and the location of the service site. Relevant pricing and charges will be discussed prior to attendance by TLD.
- 6.7 Tracer gas used for specialised leak detection incurs an additional charge depending on the volume used.
- 6.8 Full payment is required within 7 days of the invoice being issued. The customer bears all required debt collection and legal recovery costs in the event of a default.
- 6.9 If roof access is required, then hiring a scissor lift or an equivalent may be required for occupational health and safety reasons (if too high) at additional cost to the customer. TLD will inform customers of this in advance and obtain their permission before engaging this additional service.
- 6.10 TLD does not guarantee that any leak(s) will be located during the 2-hour minimum engagement.

7.0 ADDITIONAL LIABILITY AND WAIVER

- 7.1 TLD cannot account for the internal structure of a relevant area due to a series of considerations including pre-existing water damage, improper structures, poor workmanship or internal/external factors including hairline cracks. The purpose of testing is to determine and highlight compromised areas due to previous structural issues for which TLD bears no responsibility or liability for.
- 7.2 TLD is not responsible for any damage caused during testing procedures or after the completion of testing procedures, including for water ingress occurring after pressure, static water, or flood testing.
- 7.3 TLD is not responsible for leaks occurring due to:
- 7.3.1 Pre-existing tradesperson works involving poor workmanship or poor-quality materials
 - 7.3.2 Internal and external damage from on-going water ingress not addressed by customers
 - 7.3.3 Where water ingress tracks internally and/or externally through areas such as subfloor ceilings, floors, walls, externals or slabs.
 - 7.3.4 Volume of water ingress/permeations because of static water testing of fixtures, i.e., a shower base.

8.0 ADDITIONAL INFORMATION

- 8.1 All customers are asked to be respectful and to allow TLD to conduct necessary procedures as it determines within their expert knowledge and experience. If a customer is abusive or otherwise behaves in an unacceptable manner, then TLD will stop all services, and the 2-hour minimum engagement will remain payable.
- 8.2 In instances where water has pooled on a surface or externally, this doesn't indicate where the burst or leak has occurred (i.e., underground, or in a wall or ceiling). Water will find the point of least resistance/low point to track which can indicate that the source of the burst or leak is elsewhere.
- 8.3 Just because a leak can be heard at a specific location does not mean that the leak is in that vicinity. This can be because of acoustic reflections, sound travelling or vibrations, which will make determining the precise acoustic presence difficult. For example, a metallic pipe like a copper pipe will be more acoustically amplified. Poly or plastic pipes are less acoustically amplified which makes it harder to hear.
- 8.4 Compressor hire may be required where a burst is unable to be heard due to the pipe being very deep underground or running at a long distance underground or due to its large diameter, or due to it being poly/Blue Brute piping (i.e., fire service piping). A high-pressure diesel compressor must be used with a high CFM and KPA rate to pressurise the pipe and acoustically amplify this louder. This will be advised to the customer in advance and additional costs will apply.

9.0 APPLICABLE LAWS

- 9.1 This Agreement is governed by and interpreted in accordance with the laws of Victoria and the Commonwealth of Australia and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

10.0 GENERAL TERMS AND CONDITIONS

- 10.1 This Agreement constitutes the full and complete understanding between the parties and may not be varied unless in writing.
- 10.2 Any unenforceable term or condition will be read down so as to be enforceable or otherwise severed from this Agreement without affecting the enforceability of the remaining terms and conditions.

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