

Terms and conditions

1. «tc_company» trading as «tc_trading» («tc_short») agrees to supply a Commercial Pest Control Inspection and Treatment Program and/or disinfection services (the “Service Plan” or “Plan”) at the specified areas of the premises described above for the Fees (plus GST) in relation to those Pests (if applicable) described in this document in accordance with these terms and conditions. Customer’s furniture and equipment is excluded unless referenced in this document for inspection and/ or treatment. Additional areas or pests will be subject to a separate survey and proposal.
2. **Acceptance:** The Customer’s acceptance of these terms may be confirmed either by signing this document, confirming its acceptance by email or allowing «tc_short» to perform the Service Plan.
3. **Coverage:** The Service Plan covers the scheduled number of visits each year to inspect and provide treatments where necessary to the premises for the control of the specified Pests. «tc_short» will provide recommendations for achieving effective Pest control (see clause 8). Additional visits required to control Pests beyond scheduled visits (including for implementing «tc_short» recommendations) will incur additional charges. A service report will be provided at the time of each service or emailed to the Customer.
4. **Term:** This agreement will operate for an initial minimum term of twelve (12) months commencing on the date of this agreement unless otherwise agreed. This agreement will automatically be extended, if not terminated or varied and will operate until such time as it is terminated by either party giving at least two (2) calendar months written notice of termination. No termination can take effect before the last day of the initial minimum term except in accordance with Clause 22. The Customer acknowledges that any failure to provide this notice will result in the Customer being liable for amounts equal to the fees for the two (2) months period.
5. **Fees:** Fees are payable by the Customer to «tc_short» for the Service Plan and use of any «tc_short» equipment. They are in addition to any fee charged by «tc_short» for the initial pest treatment. Fees for the Service Plan are payable quarterly in advance. Fees are exclusive of GST which shall be payable in addition to the fees upon «tc_short» providing a tax invoice. The Fees are based on the services and equipment required allowing for set up costs, materials and equipment costs, service support and administration costs (“Service Costs”). If «tc_short» agrees to accept a reduction or cancellation of any part of the Service Plan, any variation to the fees must take account of these Service Costs so the fees may not be varied pro rata to the change in the Services. Where «tc_short» has not completed the required minimum number of service visits during each 12-months term, the Customer will be entitled to a credit calculated on a pro rata basis after appropriate deductions in respect of the Service Costs and also taking into account the number of non routine visits such as callouts and follow up visits the Customer has received.
6. **Interest on over dues & No Deductions:** Interest is payable by the Customer on overdue amounts payable to «tc_short» from the end of the due date until the date on which the debt is paid at a rate of two per cent (2%) above the rate charged by «tc_short»’s bank on overdrafts for less than one hundred thousand dollars (\$100,000.00). The Customer may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to «tc_short».
7. **Pricing Review:** After the initial minimum term, and no more than once annually, «tc_short» may review and increase the fees by notice to the Customer.
8. **Treatment effectiveness:** «tc_short» will deliver the Plan in a competent and professional manner taking into account these terms. The ongoing effectiveness of the pest control provided depends on the Customer implementing «tc_short»’s recommended hygiene, housekeeping, stacking and property maintenance procedures. The Customer acknowledges that pest treatment may also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing untreated or infested materials to the property that encourage pest activity.
9. **«tc_short» Equipment:** The Customer agrees to take reasonable care of «tc_short» owned equipment installed at the premises by «tc_short» as part of the Plan and to follow any instructions given by «tc_short» in relation to the equipment and its use. All such equipment shall remain the property of «tc_short» and the Customer agrees not to move or modify the equipment including removing any label indicating the equipment belongs to «tc_short». The Customer accepts all costs for installing the equipment and of rectifying any damage caused to the equipment including loss, theft or damage caused by fire and flood. The Customer agrees to immediately inform «tc_short» if the equipment is damaged or removed. «tc_short» is entitled to replace any item of equipment at any time at its sole discretion provided the replacement item is of an equivalent or better standard and upon replacement the replaced item is subject to these terms and conditions.
10. **Insurance:** Where requested by «tc_short», the Customer must maintain insurance with a reputable insurer for:
 - (a) «tc_short» equipment for its full replacement value against any loss or damage and it must note the interest of «tc_short» as owner of the equipment; and
 - (b) the liability for loss resulting from any kind of injury or death of any person in connection with the use of the equipment.The Customer must provide «tc_short» with evidence of the insurance upon request.
11. **Pest Inspection and Treatment:** All pest inspections undertaken as part of the Plan will be based upon a visual inspection only limited to those areas and sections of the premises fully accessible and visible to the technician at the time and on the day of the inspection. Furniture, equipment, fittings and stock may conceal evidence of some pests that can only be revealed when these items are removed. The treatment will cover only those pests and areas described in this agreement. All other pests are excluded unless agreed by «tc_short» in writing.

12. **Advice and recommendations:** For pest services, «tc_short»'s technician will provide a service report after each visit and provide advice and recommendations to the Customer to control and minimise pests and their habitat. These may cover hygiene, housekeeping, stacking, storage and maintenance. «tc_short» may elect to terminate this agreement if a Customer fails to implement recommendations necessary to eliminate factors or conditions contributing to Pests and the re-infestation by Pests.
13. **Access and Safety:** The Customer must ensure that «tc_short»'s staff and other authorised personnel ("Personnel") have full and safe access (free of any health and safety hazards and risks, unless the Customer has notified «tc_short» of such risks prior to accessing the premises) to the relevant areas of the premises and all facilities such as water and electricity that «tc_short» may reasonably require to provide the services during business hours or at times agreed with the Customer. The Customer must advise the «tc_short» technician before the commencement of any service of any health and safety risks including the presence of asbestos, or any outbreaks in diseases or viruses at the premises. The Customer must also provide «tc_short» with all necessary information, instructions, documentation and co-operation required by «tc_short». «tc_short» will comply with all reasonable security and safety instructions of the Customer while present at the Customer's premises.
14. **Customer Co-operation:** The Customer must comply with all advice and instructions provided by «tc_short» to the Customer including any relating to pesticides and equipment usage and the health and safety of persons using the premises during and following the completion of any service.
15. **Damage to Utilities:** If delivery of the Plan requires drilling or cutting any materials, the Customer will be responsible for identifying the location of all utility services to the property including water and drainage pipes, electrical and telephone cables, gas pipes etc. «tc_short» will exercise due care in performing any drilling or cutting but the Customer will be liable for any damage caused by penetration to any such services unless caused by the negligence of «tc_short».
16. **Reliance on Service and Report:** All reports provided by «tc_short» in relation to the Plan are provided solely for the benefit of the Customer named in the report. Neither this agreement nor any report may be assigned by the Customer to another person or relied upon by any other person without the prior written approval of «tc_short» that may be given conditionally or withheld.
17. **Service Confirmation:** The Customer acknowledges that any of the following constitute proof of satisfactory performance of the Services by «tc_short»:
 - (a) a customer service docket signed by the Customer;
 - (b) an electronic record of the Customer's signature recorded by «tc_short» on a portable electronic; or
 - (c) for services undertaken at a specific Customer site, an electronic scan record recorded by «tc_short» when «tc_short» Personnel scans the bar code located at the site.
18. **Indemnity:** To the extent permitted by law, the Customer will indemnify «tc_short» and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which «tc_short» may incur as a result of:
 - (a) any person alleging loss or injury due to the equipment not being used by the Customer or its staff or invitees in the manner recommended by «tc_short»;
 - (b) any reliance placed on the content of a service or inspection report by any person other than the Customer who obtained the report from the Customer without the written approval of «tc_short»,except to the extent any loss or damage is caused by «tc_short» or its Personnel.
19. **Subcontractors:** «tc_short» may engage or employ any person, sub-contractor or agent to provide any of the services under this agreement and will be responsible for the performance of the delivery by that subcontractor of «tc_short»'s obligations under this agreement.
20. **Force Majeure:** «tc_short» shall not be responsible for failure to meet any obligation if the failure results directly or indirectly from a cause beyond its control.
21. **No Bribery:** The Customer and «tc_short» agree:
 - (a) that they will not (nor allow anyone acting on their behalf) to offer, give, request or accept any undue financial or other advantage of any kind in any way connected with entry into this agreement; and
 - (b) they will each comply with all applicable laws related to bribery and corruption in connection with this agreement. Any failure to comply with this clause entitles the other party to terminate this agreement upon notice to the other party.
22. **Termination:** «tc_short» may suspend the Services or terminate this agreement on immediate notice to the Customer if:
 - (a) the Customer is in breach of a material obligation and does not remedy that breach within seven (7) business days of notice from «tc_short»;
 - (b) the Customer breaches any other provisions and fails to remedy that breach (if capable of remedy) within ten (10) business days of notice from «tc_short»: or
 - (c) the Customer becomes insolvent or deemed insolvent, bankrupt, ceases or threatens to cease to carry on business, a receiver, manager, administrator or anything having a similar effect occurs in relation to the Customer.It is agreed that non-payment, any modification or removal of any equipment without the approval of «tc_short», refusal to allow access to the premises to be serviced are material breaches of this agreement.
23. **Removal of Equipment:** On termination of this agreement, however that arises, «tc_short» may remove all of its equipment in the Customer's possession or control, and for that purpose may enter the premises and remove the equipment. «tc_short» shall use all reasonable care in removing the equipment but shall not be responsible for restoring that part of the premises to the original state. If «tc_short» is unable to remove the equipment the Customer shall be liable for the replacement value of the equipment that has not been recovered.

- 24. Debt Collection:** The Customer indemnifies «tc_short» for all expenses incurred in relation to the recovery of debts owed by the Customer.
- 25. Privacy and Credit Reporting:** The Customer authorises «tc_short», its Personnel or any related entities of «tc_short», subject to complying with the *Privacy Act 1988*, to use and disclose the personal information of the Customer for any purpose connected with this agreement or otherwise in accordance with the Rentokil Initial Privacy Policy which can be accessed at www.rentokil.com.au. Where the Customer is provided with credit, the Customer authorises «tc_short» to do any of the following to assess the Customer's application for credit under this agreement and, if the application is successful, to manage the credit account until the credit account is repaid in full and closed:
- (a) obtain credit reports in respect of the Customer and its related entities from credit-reporting agencies;
 - (b) seek and/or disclose information about the Customer and its related entities (including any information about their credit worthiness, credit history, standing or capacity) which credit providers are permitted by the *Privacy Act 1988* to supply, obtain or receive;
 - (c) disclose information about the application for credit under this agreement and, if the application is successful, about the credit account and any credit provided to a credit-reporting agency in order to obtain information or credit reports;
 - (d) disclose information including identity particulars, the fact that the Customer has applied for credit and details of payments which are overdue more than sixty (60) days to credit-reporting agencies and other credit providers; and
 - (e) disclose information about the Customer and its related entities to any person considering acting as a guarantor of the Customer.
- 26. Entire Agreement:** This agreement supersedes and replaces all previous agreements between the parties in relation to pest control services and contains the entire agreement between them as to its subject matter. To the extent permitted by law, «tc_short» expressly excludes all warranties, guarantees, representations and conditions except as may be made by «tc_short» to the Customer in writing.
- 27. Limitation of Liability:** To the extent permitted by law:
- (a) If the Customer is a consumer under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) (ACL), the Customer has certain statutory rights. Nothing in this agreement excludes, restricts or modifies those rights, or any other statutory rights that the Customer has.
 - (b) If the Customer is a consumer under the ACL and the goods and/or services supplied under this agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then «tc_short»'s liability for failure to comply with a consumer guarantee under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to one or more of the following, at «tc_short»'s election:
 - (i) in relation to the supply of services: the resupply of the services or the payment of the cost of having the services supplied again; and/or
 - (ii) in relation to the supply of goods: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.
 - (c) Subject to clause 27(a), above, and to the extent permitted by law:
 - (i) Neither party nor any of their affiliates, subcontractors, agents and/or employees will be liable for any loss of profits or revenue, loss of business, wasted expenditure or any form of indirect or consequential loss arising out of or in connection with this agreement;
 - (ii) «tc_short» will only be liable for loss or damage to the Customer's property to the extent such loss or damage is directly caused by «tc_short»'s negligence, misconduct or breach of contract; and «tc_short» will not be liable for loss or damage caused by the Customer, including because the Customer has disturbed treated areas, and/or because the Customer has failed to implement «tc_short»'s recommendations; and
 - (iii) The total liability of «tc_short», its affiliates, subcontractors, agents and employees arising out of the performance or non-performance of this agreement or any of the obligations in this agreement (including, without limitation, obligations in connection with the supply of the Plan), whether based on contract, tort (including negligence), or any other common law or statutory right, shall not exceed in the aggregate a sum equal to the fees actually received by «tc_short» from the Customer under this agreement.
 - (d) Any goods or services supplied under this agreement are provided for the benefit of the Customer only. «tc_short» accepts no liability whatsoever, whether in contract, tort or otherwise, including in negligence, to any third party as a result of any goods or services it supplies to the Customer.
- 28. General:**
- (a) This agreement may only be amended in writing signed by both parties.
 - (b) A reference to 'writing' or 'written' includes electronic mail.
 - (c) If any provision of this agreement is illegal, invalid or unenforceable it may be severed without affecting the enforceability of the other provisions.
 - (d) Neither the Customer nor «tc_short» may assign its rights under this agreement without the prior written approval of the other party whereby the approval must not be withheld unreasonably.
 - (e) Each indemnity in this agreement is a continuing obligation separate and independent from the other obligations of the party giving the indemnity and survives termination or expiry of this agreement.
 - (f) This agreement is governed by the laws of the State or Territory where the services are being provided to the Customer and the parties submit to the jurisdiction of the courts of that State or Territory

29. PestConnect Special Conditions

The following terms and conditions apply to PestConnect Services.

Definitions

Control Panel:	the device to which the PestConnect Device transmits activity data;
PestConnect Device:	a sensing device to allow remote monitoring of pest activity;
PestConnect Equipment:	the Control Panel and / or PestConnect Device provided to the Customer under this agreement, as applicable. The PestConnect Equipment is Rental Equipment owned by «tc_short»;
PestConnect Services:	the PestConnect services «tc_short» has agreed to provide to the Customer at the premises as specifically set out in the agreement and as may be amended by the parties in writing.
Replacement Value:	The full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

1. Additional terms for PestConnect Services

- 1.1 The Customer will pay the charges for the PestConnect Services as set out in the agreement, «tc_short» will provide the PestConnect Services under the terms of the agreement as supplemented by these PestConnect special conditions. In the event of conflict between the agreement and these PestConnect special conditions, these PestConnect special conditions shall apply.
- 1.2 The Customer acknowledges that use of PestConnect Services does not guarantee pest free conditions at the premises.
- 1.3 As additional obligations, the Customer agrees to:
 - (a) provide a continuous and dedicated electrical supply to the Control Panel;
 - (b) ensure that the transmissions between the PestConnect Equipment are not affected by anything sited adjacent to or in front of any of the PestConnect Equipment; and
 - (c) ensure that the PestConnect Equipment is not moved, interfered with, opened or disassembled, other than by one of our employees or following «tc_short»'s written consent.
- 1.4 The Customer agrees that if the Customer fails to carry out its obligations under the agreement, which includes these PestConnect special conditions, «tc_short» will be unable to provide the PestConnect Services and «tc_short» will not be liable for any failure to perform the PestConnect Services. In addition to any other rights and remedies available to it, «tc_short» may charge the Customer the then current standard hourly rate for any visits to the premises that are required as a result of any failure to carry out the Customer obligations.
- 1.5 This minimum term for the provision of PestConnect Services is twelve (12) months from the PestConnect Services Commencement Date (the "Minimum Period").
- 1.6 If the Customer terminates the PestConnect special conditions during the Minimum Period, other than for «tc_short»'s breach, «tc_short» may seek damages from the Customer.
- 1.7 Despite any conflicting provisions within the agreement, the Customer agrees that the Customer will pay «tc_short» at our then current standard hourly rate for:
 - (a) any maintenance of, or repair to the PestConnect Equipment to the extent due to acts or omissions not attributable to «tc_short», including but not limited moisture ingress during operational cleaning of the premises;
 - (b) any attendance at the premises to address a malfunction of any of the PestConnect Equipment where such malfunction is attributable to an interruption to the electrical supply to the PestConnect Equipment or to the siting of any apparatus or construction adjacent to the PestConnect Equipment adversely affecting the successful transmission of data between the PestConnect Device and the Control Panel; and
 - (c) any re-siting of any PestConnect Equipment due to any works being undertaken at the premises.

2. Termination

The termination provisions of the agreement can be applied separately to these PestConnect special conditions, so that the PestConnect Services can be terminated and the underlying agreement remains effective.

3. Effect on the Agreement

All terms and conditions of the agreement remain unaffected and in full force, except as explicitly amended by these PestConnect special conditions for the provision of PestConnect Services.

Terms of Agreement

Terms of Agreement: «term_of_agreement»

Billing option: «payment_type»

Billing frequency: «invoice_frequency»

Signed by Client

Client name: «name»

Client Position: «occupation»

Signed Rentokil Initial

Name: «correspondence_user_name_display»

Position: «correspondence_user_user_occupation»

Phone: «correspondence_user_user_mobile»

By signing below you agree to the Terms & Conditions and charges as specified on the preceding pages of this document.

Signature & Date

Signature & Date