

Terms and Conditions

1. Rentokil Initial Pty Ltd ABN 98 000 034 597 trading as Initial Hygiene (“**Initial**”) agrees to:
 - (a) supply on a hire basis first aid kits and automated external defibrillators and install the additional equipment specified above (“**Equipment**”); and
 - (b) to supply the first aid items to replenish the first aid kits and eye wash stations (“**Consumables**”), washroom hygiene services and disinfection services; or
 - (c) provide clinical waste collection services (“collectively the **Services**”) at the servicing address (“**Servicing Address**”) and at the frequency specified above, for the fees set out in the schedule (exclusive of paper consumables, but inclusive of the Consumables specified above) and the period set out below (**Service Agreement**), each as varied in accordance with these terms and conditions. The supply of the Equipment or Services for first aid services does not constitute advice or contain any representations concerning their use and no advice is provided regarding training required in relation to the use of the first aid Equipment or Consumables. Automated external defibrillators should be used in accordance with the manufacturer’s instructions given audibly when operating the machine. Training is recommended for first aid staff to give them greater confidence in its use.
2. **Acceptance:** The Customer’s acceptance of these terms and conditions may be confirmed either by signing this document by its representative, confirming its acceptance by email or allowing Initial to perform the Services.
3. **Service Agreement:** The Customer will accept the Services for an initial minimum term of twelve (12) months commencing from 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 Clauses 20 and 23. 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.
4. **Fees:** Fees are payable by the Customer to Initial, monthly, quarterly, or annually in advance in respect of the services, the use of the Equipment and Consumables in accordance with this agreement. Where an option to pay the fees monthly in advance has been agreed, the Customer must pay by direct debit. Fees payable under this agreement exclude any amount in respect of GST which shall be payable in addition to the Fees upon Initial providing a tax invoice. The Customer makes payment in accordance with the terms set out in the tax invoice. The Fees are based on the frequency of the Services and the Equipment and Consumables to be provided allowing for set up costs, materials and equipment costs, service support and administration costs (“**Service Costs**”). If Initial agrees to accept a reduction or cancellation of any part of the Services, 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 Initial has not completed the required minimum number of Services during the 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 for the washroom hygiene services.
5. **Interest on overdue amounts & No Deductions:** Interest is payable by the Customer on overdue amounts payable to Initial 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 Initial’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 Initial.
6. **Equipment:** The Equipment remains the property of Initial at all times, and will be held by the Customer as bailee for Initial. Risk of damage or loss to the Equipment passes to the Customer upon delivery, and until Initial retakes possession of the Equipment. The Customer is responsible for all reasonable costs of and incidental to the installation and removal of the Equipment. Title in, and risk of damage or loss to the Consumables passes to the Customer upon delivery. For clinical waste services, title in waste vests in Initial upon collection of the waste.
7. **Customer obligations:** The Customer must:
 - (a) for the washroom hygiene and clinical waste services, follow the instructions of Initial in relation to the use of the Equipment and any applicable laws and regulations;
 - (b) for first aid kit services conduct its own risk assessment of its site. Initial will recommend the Equipment, Services and their frequency, and Consumables needed based on this assessment. The Customer is responsible for ensuring the Equipment, Services and their frequency, and Consumables meet the requirements under the First Aid Code of Practice;
 - (c) for disinfection services, advise Initial of any outbreaks in diseases or viruses at the Servicing Address;
 - (d) for clinical waste, ensure that:
 - i. only waste which falls into categories that Initial has agreed to collect is deposited into the Equipment; and
 - ii. all waste is deposited into the correct Equipment;
 - iii. no radioactive, volatile, flammable, explosive, biomedical, toxic or hazardous substances including asbestos or any other substance which Initial has not agreed to collect, is placed into the Equipment;
 - (e) take care of the Equipment and Consumables, and be responsible for their use;
 - (f) not attempt to move, alter or modify the Equipment (including removing labels or signs indicating the Equipment belong to Initial) or request or permit any person other than Initial to do so;
 - (g) not sell lease or part with possession or otherwise encumber the Equipment;
 - (h) not continue to use the Equipment or Consumables after any defect becomes apparent; and
 - (i) immediately notify Initial if the Equipment or Consumables are damaged, defective or removed and notify anyone claiming possession of the Equipment that they belong to Initial.
8. **Replacement of Equipment:** Initial is entitled to replace any of the 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.
9. **Consumables:** Other than for clinical waste services, the Customer agrees that only consumables supplied by Initial to the Customer may be used with or dispensed through the Equipment.
10. **Replenishment of Consumables for first aid kits:** Subject to these terms, the Fees cover the replenishment of Consumables used by the Customer. The Customer must inform Initial if any of the Consumables need to be replaced or refilled. Initial will fill orders as soon as possible, but will not be liable for any delay in supplying the Consumables or Services arising from circumstances outside the reasonable control of Initial. The Customer will log all instances requiring use of the Consumables. The Consumables and Equipment must only be used for legitimate workplace injuries. Initial may access this log at any time to verify the use of the Consumables. Initial is entitled to charge the Customer for Consumables which have been lost, damaged, stolen or used in instances other than legitimate workplace injuries.
11. **Insurance:** The Customer must maintain insurance with a reputable insurer for:
 - (a) The Equipment for their full replacement value against any loss or damage and it must note the interest of Initial as owner of the

Terms and Conditions

Equipment; and

- (b) Liability for loss resulting from any kind of injury or death of any person in connection with the use of the Equipment and Consumables.

The Customer must provide Initial with evidence of the insurance upon request.

12. **Pricing Review:** For a Service Agreement, after the initial minimum term, and no more than once annually, Initial may review and increase the Fees by notice to the Customer.
13. **Access and Safety:** The Customer must ensure that Initial'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 Initial of such risks prior to accessing the Servicing Address) to the Servicing Address (including all facilities such as water and electricity that Initial may reasonably require to provide the Services) at anytime between 4 am and 5pm Monday to Friday (or at another time agreed with the Customer). The Customer must also provide Initial with all necessary instructions, documentation and co-operation required by Initial to provide the Services. Initial Personnel will comply with all reasonable security and safety instructions of the Customer while present at the Servicing Address. For washroom hygiene services, the Customer must comply with all advice and instructions provided by Initial to the Customer including any relating to the health and safety of persons using the premises at the Servicing Address during and following the completion of the Services.
14. **Service Confirmation:** The Customer acknowledges that any of the following constitute proof of satisfactory performance of the Services by Initial:
- (a) a customer service docket signed by the Customer;
 - (b) an electronic record of the Customer's signature recorded by Initial on a portable electronic; or
 - (c) for services undertaken at a specific Customer site, an electronic scan record recorded by Initial when Initial Personnel scans the bar code located at the site.
15. **Indemnity for washroom hygiene, clinical waste or disinfection services:** to the extent permitted by law, the Customer will indemnify Initial and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which Initial 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 Initial;
 - (b) for any loss, liability, damage or injury arising from damaged or defective Equipment in the possession or control of the Customer which was not brought immediately to the attention of Initial by the Customer;
 - (c) any willful or negligent act or omission of the Customer or any of its officers, employees, agents or contractors;
 - (d) any breach or non-performance of this agreement by the Customer;
 - (e) the loss or damage to the Equipment
- except to the extent any loss or damage is caused by Initial or its Personnel.
16. **Indemnity for first aid services:** to the extent permitted by law, the Customer will indemnify Initial and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which Initial or its Personnel may incur as a result of:
- (a) any person alleging loss or injury due to the use of the Equipment or Consumables; and
 - (b) any breach or non-performance of this agreement by the Customer;
 - (c) the loss or damage to the Equipment or Consumables;
- except to the extent any loss or damage is caused by Initial or its Personnel.
17. **Subcontractors:** Initial may engage or employ any person, sub-contractor or agent to provide any of the Services under this agreement.
18. **Force Majeure:** Initial shall not be liable to the Customer or any failure to provide the Services on a particular date due to any other cause beyond Initial's control; and
19. **No Bribery:** The Customer and Initial 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.
20. **Termination:** Initial 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 7 business days of notice from Initial;
 - (b) The Customer breaches any other provisions and fails to remedy that breach (if capable of remedy) within 10 business days of notice from Initial; 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 Initial, refusal to allow access to the Servicing Address or failure by the Customer to notify of damaged, depleted or defective Equipment or Consumables are material breaches of this Agreement.
21. **Removal of Equipment:** On termination of this agreement, however that arises, Initial may remove all of the Equipment in the Customer's possession or control, and for that purpose may enter the Servicing Address and remove the Equipment. Initial 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 Initial is unable to remove the Equipment the Customer shall be liable for the replacement value of the Equipment that has not been recovered.
22. **Debt Collection:** The Customer indemnifies Initial for all expenses incurred in relation to the recovery of debts owed by the Customer.
23. **Privacy and Credit Reporting:** The Customer authorises Initial, its Personnel or any related entities of Initial, 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.initial.com.au. Where the Customer is provided with credit, the Customer authorises Initial 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 Act 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;

Terms and Conditions

- (d) disclose information including identity particulars, the fact that the Customer has applied for credit and details of payments which are overdue more than 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.
- Initial may terminate this agreement immediately if Initial obtains an unsatisfactory credit report in relation to the Customer.

24. Entire Agreement: Except for variations agreed in writing, these terms and conditions supersede and replace all previous agreements between the parties in relation to the Services, Consumables and Equipment and contains the entire agreement between them as to its subject matter. To the extent permitted by law, Initial expressly excludes all warranties, guarantees, representations and conditions except as may be made by Initial to the Customer in writing.

25. Limitation of Liability:

- (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 Initial'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 Initial'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 25(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) Initial will only be liable for loss or damage to the Customer's property to the extent such loss or damage is directly caused by Initial's negligence, misconduct or breach of contract; and Initial 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 Initial's recommendations; and
 - (iii) The total liability of Initial, 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 Initial from the Customer under this agreement.
- (d) Any goods or services supplied under this agreement are provided for the benefit of the Customer only. Initial 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.

26. Clinical Waste Services:

- (a) Where applicable, the Customer appoints Initial as its agent to give required information about identifiable wastes to any relevant administering authority; and
- (b) Initial may reject any waste where there has been a failure to comply with any of the requirements in this agreement. In the event of such a rejection, the Customer will remove the relevant waste from its premises and clean up any leakage that may have occurred at its own expense.

27. 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 Initial nor Customer may not assign its rights under this agreement without the prior written approval of the other party whereby the approval must not be unreasonably withheld;
- (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.