TERMS AND CONDITIONS (JOBBING)

These terms and conditions (T&Cs) apply in relation to this survey and the termite treatment proposal agreed by the Customer in this document. These T&Cs should be read subject to the section entitled "Things you should know about Termites" and the "Scope and Limitations of this Report". Additional terms and conditions may apply in relation to some treatment options (like baiting programs) and in relation to any termite inspection report undertaken.

1. **General Obligations:** Rentokil Initial Pty Ltd ABN 98 000 034 597 or Rentokil Pest Control (Qld) Pty Ltd (ABN 38 125 713 108) for services performed in Queensland, ("**RPC**") agrees to supply a termite control treatment to the Property specified in this document in accordance with Australian Standards (AS) 3660 for the fees (plus GST) in accordance with these terms and conditions ("Services"). This proposal is subject to RPC carrying out a termite inspection in accordance with AS 3660, if such an inspection has not been undertaken by RPC in conjunction with the proposal prior to the date of this document. The proposal in this document may be modified following that inspection and this agreement will be subject to any variation agreed by the parties. Termite inspections are visual inspections in accordance with AS 3660 and are subject to the terms and limitations.
2. **Terms and Conditions for Baiting Programs and Pre Construction Termite Management Systems:** Where a Customer accepts a proposal for a termite management system as described in AS 3660 (either a termite baiting program under a service agreement or the installation of a physical termite barrier or reticulation system), separate and additional terms and conditions will apply.
3. **Acceptance:** The Customer's acceptance of these terms may be confirmed either by signing this document, confirming its acceptance by email or allowing RPC to perform the Service.
4. **Access and Safety**: The Customer must ensure that RPC's representatives (**Personnel**) have full and safe access (free of any health and safety hazards and risks) to the relevant areas of the property and all facilities such as water and electricity that RPC may reasonably require to provide the Service. The Customer must advise the RPC technician before the commencement of any Service of any health and safety risks including the presence of asbestos or any outbreaks of diseases or viruses at the premises. The Customer must also provide RPC with all necessary information, instructions and co-operation required by RPC. The Customer must arrange for the safety of children, disabled persons, animals and pets at the Property and follow all recommendations to minimise risk of harm to people and animals during and following the Service. RPC will comply with all reasonable security and safety instructions of the Customer while present at the Customer's premises.
5. **Inaccessible Areas:** The Customer acknowledges that it is possible that subterranean termite damage may exist in unexposed areas of the property or in areas that were inaccessible to visual inspection. RPC cannot guarantee subterranean termite damage revealed by a visual inspection is the full extent of termite damage as at the date of the visual inspection or Service. The Customer acknowledges that the services of a licensed builder or other structural expert may be required by it to determine the full extent of damage in the building.
6. **Areas treated, effectiveness and limitations:** All references to termites, termite inspection and termite control refer to subterranean termites onlyThe area of the Property to be treated during the Service is described in the Proposal and Inspection Report. The proposal will not offer any protection to fencing or other external structures. RPC will deliver the Service in a competent and professional manner taking into account these terms. Customers should carefully review the "**Things you should know about Termites" and "Scope and Limitation of this Report**". These contain important information concerning the effectiveness of the treatments or measures in delivering termite control; factors that reduce that effectiveness; the steps the Customer should take to ensure the maximum effectiveness of the treatment; and the importance of both reducing factors conducive to termites and an annual (and more regularly if recommended) termite inspection. Modern termiticides have a limited life expectancy. A liquid termiticide barrier and or treated zones will need to be re treated in due course. The timing can only be confirmed by regular, competent inspections as recommended by AS 3660 carried out by a qualified termite inspector. If you become aware of the presence of termites within the grounds or on or within the building, you should contract RPC immediately. Do not disturb the termites. You should also notify RPC if you become aware that the installed barrier has been breached, breached or disturbed in any way.
7. **Concealed Pipes and Services:** If delivery of the Service 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. The Customer is responsible to clearly mark the physical location of all such concealed utilities. RPC will exercise due care in performing any drilling or cutting but the Customer will be liable for any damage caused by any penetration of such services unless caused by the negligence of RPC.
8. **RPC Equipment:** Where the Services involve RPC installing equipment at the property, the Customer agrees to take reasonable care of that equipment and to follow any instructions given by RPC in relation to the equipment and its use. All such equipment shall remain the property of RPC and the Customer agrees not to move or modify the equipment including removing any label indicating the equipment belongs to RPC. The Customer agrees to immediately inform RPC if the equipment is damaged or removed. RPC 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. On termination of the Services, howsoever that arises, RPC may remove all of its equipment in the Customer's possession or control and for that purpose may enter the Property and remove the equipment. RPC shall use all reasonable care in doing so but shall not be responsible for restoring that part of the premises to the original state. If RPC is reasonably unable to remove the equipment the Customer shall be liable for the replacement value of the equipment that has not been recovered.

9. **Fees (Non-residential customers):** The Fees as set out in this agreement plus GST are payable by the Customer to RPC for the Service. The Fees (and GST) are payable on the day the Service is rendered (**Due Date**). RPC will provide the Customer with a tax invoice. Where the Customer authorises a credit card or direct debit to a bank account, a charge for the Fees will be processed on the day the Service is rendered. RPC shall be entitled to charge the Customer a fee at its normal hourly rate for any wasted journey due to the Customer's failure to observe an appointment. A deposit may be taken by RPC to secure the initial visit to the Customer's premises, the terms of which will be set out to the Customer in writing at the time of booking. The deposit may be retained in the event of cancellation by the Customer**.**
10. **Fees (Residential Customers**): The Fees as set out in this agreement are payable by the Customer to RPC for the Service. Fees are inclusive of GST. The fees are payable prior to commencement of our services on the day they are rendered. Where the Customer authorises a credit card or direct debit to a bank account, a charge for the Fees will be processed on the day the Service is rendered. RPC shall be entitled to charge the Customer a fee at its normal hourly rate for any wasted journey due to the Customer's failure to observe an appointment A deposit may be taken by RPC to secure the initial visit to the Customer's premises, the terms of which will be set out to the Customer in writing at the time of booking. The deposit may be retained in the event of cancellation by the Customer**.**.
11. **Interest on over dues & No Deductions:** Interest is payable by the Customer on overdue amounts payable to RPC 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 RPC'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 RPC.
12. **Reliance on Service and Report:** All reports provided by RPC in relation to the Service 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 RPC that may be given conditionally or withheld.
13. **Manufacturers' warranties:** Some manufacturers of products used in the provision of the Services, including chemicals and barrier products may offer manufacturers warranties in relation to their product. These warranties are subject to their own terms and conditions, limitation and exclusions. Customers are advised to consult the website of these manufacturers for this information. RPC does not endorse these warranties or confirm their availability or utility in connection with the Service unless confirmed in writing by RPC.
14. **Subcontractors:** RPC 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 RPC's obligations under this agreement.
15. **Force Majeure:** a party shall not be responsible for failure to meet any obligation (save for failure to make payment) if the failure results directly or indirectly from a cause beyond that party's control.
16. **Anti Bribery & Tax Evasion:** The parties agree that:
    (a) 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;
    (b) they will each comply with all applicable laws related to tax evasion, bribery and corruption and policies 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,
    (c) they have and maintain, throughout the term of this Agreement, policies and procedures designed to ensure compliance with anti-corruption laws and will implement and enforce those policies and procedures where appropriate;
    (d) they promptly report to the other party any request or demand for any bribe or other unlawful payment received by the other party in connection with the performance of the Agreement;
    (e) they immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and
    (f) that they have the right to immediately suspend or terminate this Agreement upon written notice to the other party in the event the other party has engaged in conduct that violates anti-corruption and/or tax evasion laws or violates this clause of the Agreement**.**
17. **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, RPC expressly excludes all warranties, guarantees, representations and conditions except as may be made by RPC to the Customer in writing. For the avoidance of doubt, RPC does not seek to exclude liability for any misrepresentations made to the Customer which induced the Customer to enter into this Agreement.
18. **Retreatment Guarantee:** Where the Service is the installation of a full chemical barrier treatment or a full treatment in accordance with AS 3660.2 , the Rentokil Re Treatment Guarantee will apply subject to the terms and for the period set out in the Retreatment Guarantee set out in this document.
19. **Indemnity:** To the extent permitted by law, the Customer will indemnify RPC and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which RPC may incur as a result of:

    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 RPC;

    a. 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 RPC,

except to the extent any loss or damage is caused by RPC or its Personnel.

20. **Liability:** To the extent permitted by law:

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 RPC'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 RPC'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 20a, 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. RPC will only be liable for loss or damage to the Customer's property, injury or death of persons to the extent such loss or damage is directly caused by RPC's negligence, misconduct or breach of contract (including failure to provide the Services in accordance with this Agreement); and RPC 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 RPC's recommendations; and

iii. The total liability of RPC, 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 100% of the total fees paid to RPC by the Customer under this Agreement in the twelve months period ending on the date any claim for liability is notified to RPC .

d. Any goods or services supplied under this Agreement are provided for the benefit of the Customer only. RPC 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.

e. Nothing in this Agreement, excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation of any other matter to the extent that such exclusion or limitation would be unlawful.

The parties agree that the above and all its limitations are fair and reasonable and apply to all claims whether in contract, tort (including negligence), misrepresentation or otherwise).

21. **Credit Reporting**: Where the Customer is provided with credit, the Customer authorises RPC 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.

22. **Privacy and Data Protection:** The Customer authorises RPC, its Personnel or any related entities of RPC, subject to complying with the Privacy Act 1988 and other privacy legislation as applicable, 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: https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx (**Privacy Policy**) . RPC shall process personal data concerning employees and representatives of the Customer as a data controller and in accordance with the Privacy Policy. From time to time, RPC may send marketing communications to employees and representatives of the Customer. Those individuals may opt out from receiving marketing communications at any time by contacting RPC or following a link in each communication they receive.

23. **Modern Slavery and Human Trafficking:** Each party shall:

a. comply with all anti-slavery and human trafficking laws, statutes, regulations and codes to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws");
b. represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws;
c. have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties;
d. promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and
e. have the right to terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

24. **Sanctions:** Each party shall: (a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority"); (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority; (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List"); (d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions; (e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures; (f) promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and (g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.

25. **Statutory Warranty**: RPC's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service Plan, the Customer is entitled:

a. to terminate this Agreement; and
b. to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the goods and to terminate this Agreement and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. The benefits to the Customer given by this warranty are in addition to other rights and remedies of the Customer under applicable laws relating to the Service.

26. **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 RPC 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.