Rentokil
The Experts in Pest Control

Terms and conditions (Job-Product Bird Deterrent)

1. **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, trading as **Rentokil Pest Control ("RPC"**) agrees to:
   (a) supply a product (**"Product"**) and/or
   (b) install a bird deterrent system and/or
   (c) provide disinfection cleaning and/or
   (d) carry out bird shooting and/or trapping;
   ((b) - (d) hereby defined as the "**Service"**) at the specified areas of the premises described above for the fees (inclusive of GST) in accordance with these terms and conditions (hereafter referred to as the **Agreement**). Additional areas 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 RPC to perform the Service or supply the Product.
3. **Fees:** The Fees as set out in this agreement are payable by the Customer to RPC for the Service and/or Product. Fees are inclusive of GST. The fees are payable within thirty (30) calendar days of the Service being rendered. RPC will provide the Customer with an electronic tax invoice on the date of the Service. 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. Additional fees may be incurred if:
   (a) the property is not ready; or
   (b) the property is deemed unsafe and RPC cannot commence work;
   (c) RPC needs to attend the property on multiple occasions for reasons outside its control;
   (d) additional works are undertaken outside of the agreed scope of works;
   (e) RPC cannot gain access to the property; or
   (f) site plans change.
4. **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.
5. **Treatment effectiveness:** RPC will deliver the Service in a competent and professional manner taking into account these terms. The ongoing effectiveness of the pest control provided depends on the Customer implementing RPC'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. The Customer further acknowledges that the Service is a reduction strategy. No guarantees of total or permanent eradication are provided. Future pest activity is subject to environmental variables beyond RPC's control.
6. **Pest Inspection and Treatment:** All pest inspections undertaken as part of the Service 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 RPC in writing.
7. **Advice, recommendations, and Customer Cooperation:** For pest services, RPC'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. The Customer must comply with all advice and instructions provided by RPC 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 the Service.
8. **Access and Safety:** The Customer must ensure that RPC'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 RPC of such risks prior to accessing the premises) to the relevant areas of the premises and all facilities such as water and electricity that RPC may reasonably require to provide the services during business hours, or at times agreed with the Customer. 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, documentation and co-operation required by RPC. RPC will comply with all reasonable security and safety instructions of the Customer while present at the Customer's premises.
9. **Damage to Property and Utilities:** 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. RPC 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 or wilful misconduct of RPC. The Customer further acknowledges that there is an inherent risk where shooting activities are carried out. RPC personnel are trained and licensed markspeople and will use all reasonable endeavours to avoid damaging property but will not be liable for property damage caused by shooting unless caused by the negligence or wilful misconduct of RPC.

10. **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.
11. **Approvals:** The Customer is responsible for obtaining any approvals required in order for the Service to be lawfully carried out, such as local authority approvals. The Customer is also responsible for consulting with a structural engineer or architect on RPC's design plans for the Service to confirm its suitability for the premises.
12. **Warranty:** No warranty is given that the Service will eliminate birds from the property. The manufacturer's warranty for the materials will be passed to the Customer.
13. **Intellectual Property:** RPC owns all intellectual property rights in designs and documents it has prepared and provides to the Customer.
14. **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 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.
15. **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.
16. **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.
17. **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.
18. **Debt Collection:** The Customer indemnifies RPC for all expenses incurred in relation to the recovery of debts owed by the Customer.
19. **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.
20. **Entire Agreement:** This Agreement supersedes and replaces all previous Agreements between the parties in relation to the 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.
21. **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 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 21(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) 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 Service), 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).

22. **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.

23. **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.

24. **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.

25. **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.

26. **Surcharges:** RPC may apply a surcharge (without profit or administrative markup) if RPC incurs substantial cost increases due to unforeseen situations such as: fuel/energy volatility, major supply chain disruptions, or changes to government taxes/levies and tariffs. RPC will provide 30 days' written notice detailing the amount, reason, and effective date of the surcharge. RPC will monitor the situation and reassess within 6 months of the increase, whether a reduction or removal of the surcharge is warranted. Notwithstanding any other provision in this Agreement, if the Customer disagrees with the surcharge, the Customer may terminate the Agreement with 30 days' written notice.

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 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.

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