

## TERMS AND CONDITIONS

**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 trading as Rentokil Pest Control ("RPC") agrees to supply a termite control treatment to the home specified in this document in accordance with Australian Standards (AS) 3660 for the fees (incl GST) in accordance with these terms and conditions ("Service"). 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 commence delivery of the Service.
- 4. Subterranean termites only:** All references to termites, termite inspection and termite control refer to subterranean termites only.
- 5. Access and Safety-people and animals:** The Customer must ensure that RPC's representatives 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. 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 minimize 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.
- 6. 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.
- 7. Areas treated, effectiveness and limitations:** The 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 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 bridged, breached or disturbed in any way.
- 8. 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.
- 9. 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 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.
- 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 on the day the Service is 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.

- 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. The Customer indemnifies RPC against all actions, claims or costs that 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.
- 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:** RPC shall not be responsible for failure to meet any obligation if the failure results directly or indirectly from a cause beyond its control.
- 16. Bribery:** The Customer and RPC 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.
- 17. Prior terms:** This agreement supersedes and replaces all previous agreements between the parties in relation to the services. 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.
- 18. Re Treatment 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. Liability:** To the extent permitted by law:
  - (a) RPC will not 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, the supply of the services, the equipment or the sale of any goods.
  - (b) where a claim relates to a guarantee or warranty under the Australian Consumer Law, RPC's total aggregate liability to the Customer under or in relation to this agreement (including in contract, negligence, tort or any common law or statutory right) is limited at RPC's option to:
    - (i) in relation to claims relating to services, the resupply of the services or the costs of resupply of the service; or
    - (ii) in relation to claims relating to goods, the resupply of the costs or the cost of resupply of the goods.
  - (c) in all other circumstances, the liability of RPC to the Customer (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the fees received by RPC from the Customer pursuant to this agreement.
- 20. Privacy:** The customer authorizes RPC and any related entity of RPC, subject to compliance with the Privacy Act 1988, to use and disclose the personal information of the customer or its principals 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](http://www.rentokil.com.au)
- 21. 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) The Customer may not assign its rights under this agreement without the prior approval of RPC.
  - (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.