

- 1. Rentokil Initial Pty Limited** ABN 98 000 034 597 trading as **Rentokil Pest Control (RPC)** agrees to provide a Commercial Pest Control Inspection and Treatment (the “**Service**”) for the Client at the premises described above for the Fees plus GST in relation to only those Pests and in the areas described in the Service Schedule and subject to these terms. Client furniture and equipment is excluded unless agreed by RPC in writing.
- 2. Payment:** Our Fee (plus GST) is payable in full on the day our Service is rendered. Where the Client authorizes charges to a credit card or by direct debit to a bank account, a charge for the Fee will be processed on the day the Service is rendered. RPC will provide the Client with an electronic tax invoice. Interest will be charged on amounts overdue for payment at the rate of 2% above the rate charged by RPC’s Bank for overdrafts under \$100,000 from the due date until paid calculated daily. Should RPC incur costs to a collection agency or legal fees in recovering any unpaid monies, these fees will be payable by the Client.
- 3. Access:** The Client will provide RPC with access to those areas of the premises required to perform the Service Plan at agreed times. The Client will provide access to any water or electricity that RPC may require to perform the Services. RPC personnel will show identification to the Client upon request and comply with all reasonable requests while present at the premises.
- 4. Pest Inspection:** The pest inspection and any treatment is based on a visual inspection only limited to those areas and sections of the property fully accessible and visible to the technician on the day of the inspection. Equipment and fittings may conceal evidence of timber pests that are only be revealed when items are removed. Reports will be provided to the Client on the date of Service or forwarded by email to the address specified above.
- 5. Pests Covered:** The treatment will cover only those Pests included in the Service Schedule All references to termites mean subterranean termites species only. The treatment does not provide for the control of damp wood termites, dry wood termites, fungus, wood decay, and wood boring beetles or any other pest not included in the Service Schedule. Any termite treatment is subject to the terms and conditions for the relevant termite treatment.
- 6. Safety Instructions:** It is important that the Client follows the safety instructions provided by RPC’s technician concerning pesticides and other safety instructions relevant to the Services. The Client must notify the RPC technician before commencing any Service of any health and safety issues, such as the presence of asbestos, at the premises.
- 7. 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 treatment also depends on the Client maintaining good hygiene and maintenance practices around the premises including implementing RPC’s recommendations including on hygiene and property maintenance. Pest treatment may be rendered ineffective by disturbing areas adjacent to the treated structures, building alterations, renovations and introducing materials to the premises that encourage pest activity.
- 8. Damage to Utilities:** If delivery of the Services 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 Client will be liable for any damage caused by penetration to any such services unless caused by the negligence of RPC.
- 9 Reliance on Service and Report:** The Service report is provided solely for the benefit of the Client named in the report. Neither this agreement nor any report may be assigned by the Client to another person without the prior written approval of RPC that may be given conditionally or withheld.
- 10. Entire Agreement:** This Agreement contains the entire understanding of the parties and (except for the the Competition and Consumer Act 2010 or other laws which cannot be excluded or modified by agreement “**consumer laws**”) all other terms representations, conditions, guarantees, undertakings, warranties including liability for negligence which might have been implied by law or have any application are expressly excluded to the fullest extent permitted by law.
- 11. Liability:** The Service is provided for the benefit of the Client only. RPC accepts no responsibility whether in contract, tort or otherwise, including in relation to negligence, to any third party as a result of the provision of the Services or any Report. To the extent permitted by law, RPC’s total aggregate liability to the Client under and in relation to this Agreement and the Service (including in contract, negligence, tort or any common law or statutory right) is limited, at RPC’s option to the resupply of the Service or the cost of the resupply of the Service.
- 12. Privacy:** The Customer authorizes RPC, its employees and related entities, subject to compliance with the Privacy Act 1988 to use and disclose the personal information of the Customer in accordance with RPC’s Privacy Policy which can be accessed at www.rentokil.com.au. Where the Client is provided with credit, the Client authorizes RPC to
 - (a) obtain credit reports in respect of the Client and its Principals from credit reporting agencies;
 - (b) seek and or/disclose information about the Client and the Principals (including information about their credit worthiness, credit history, standing or capacity) which credit providers are permitted to supply obtain or receive under the Privacy Act;
 - (c) disclose information about the application for credit under this Agreement and if successful, about the credit account and credit provided to a credit reporting agency in order to obtain information or credit reports;
 - (d) disclose information including identity particulars, the fact the Client had applied for credit and details of payments that are more than 60 days over due to credit reporting agencies and other credit providers; and
 - (e) disclose information about the Client and its Principal to any person considering acting as a guarantor of the Client.
- 13 Governing Law:** This Agreement is governing by the laws of the State or Territory where the Service is being provided to the Customer and the parties submit to the jurisdiction of the courts of that State or Territory.

QUESTIONS?

Please call Rentokil Pest Control Customer Service on **1300 307 425** from 9.00 am to 5.00 pm (local time)
Monday to Friday.

