

Terms and Conditions

- 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 Program (the “**Service Plan or “Plan”**”) at the specified areas of the premises described above for the Fees (plus GST) and during the Term in relation to those Pests described in the Service Schedule and subject to these terms. Client furniture and equipment is excluded unless specifically agreed by RPC in writing. Additional areas or pests will be subject to a separate survey and proposal.
- 2. The Service Plan covers:** (i) the scheduled number of visits each year to inspect and if necessary treat the premises for the control of the specified Pests and (ii) any additional visits required in the unlikely event further steps are required to control those Pests and (iii) a visual inspection for termites in readily accessible areas and a report on that inspection. Any termite treatment recommended to the Customer will be in addition to the Plan fees. All termite inspections and treatments are subject to our termite terms. A report will be provided at the time of service or emailed to the Client.
- 3. Additional Service Visits-important conditions**
In the unlikely event the Client notices fresh signs of pests between regular visits by RPC; the Client must immediately notify RPC who will carry out additional work to address the issue without further charge to the Client. Additional services are subject to the Customer having implemented any actions recommended by RPC. Additional services will only be delivered during normal business hours and for Pests covered by this Agreement and will not cover termite elimination, preventative or monitoring systems
- 4. Fees and Payment:** Fees for the Service Plan are in addition to any fee charged by RPC for an initial pest treatment. RPC shall charge the Quarterly Fee specified in this Agreement (plus GST) in advance each quarter as the fee for delivery of the Service Plan. The fees are based on the number of items or services to be provided allowing also for set up costs, materials and equipment costs, service support and administration costs (“Service Costs”). If Rentokil agrees to accept a reduction or cancellation of any part of the Services, any variation to the charges shall take account of these Service Costs so that the fees may not be varied pro rata to the change in the Services. Fees will be reviewed by RPC from time to time and RPC may increase the Quarterly Fee to reflect increased costs. RPC will provide the Customer with at least two months prior notice of any increase in the Quarterly Fee. RPC will provide the Client with a quarterly Tax Invoice in electronic form. The Client will authorize payment of the Quarterly Fee to either a credit card or by direct debit to a bank account on the date specified by RPC each Quarter during the Term. 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. Where in any Term Rentokil has failed to complete the required minimum number of visits and provided the Client has implemented all recommendations made by Rentokil, the Client may be entitled to a credit calculated on a pro rata basis after appropriate deductions in respect of Service Costs and also taking into account the number of non-routine visits such as call out and follow up visits the Client has received. The Client may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to RPC. Should RPC incur costs to a collection agency or legal fees in recovering any unpaid monies, these fees will be payable by the Client. RPC reserves the right to cease all further services until all outstanding monies owing to RPC are paid.
- 5. Term:** This Agreement shall operate for an initial period of two years and shall automatically renew for a further two years each a Term) unless terminated by either party. Either party may terminate this Agreement on 90 days’ notice given prior to the expiry of the then current term.
- 6. 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 required 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.
- 7. Pest Inspection:** All pest inspections undertaken as part of the Plan will be based upon 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.
- 8. Pests Covered:** The treatment will cover only those Pests described in this Agreement. All other pests are excluded unless agreed by RPC in writing.
- 9. Advice and recommendations:** RPC’s technician will provide a report in the Report book after each visit and provide advice and recommendations to the Customer to control and minimize pests. These may cover cleaning, storage and maintenance. RPC may elect to terminate this Agreement if a Client fails to implement recommendations necessary to eliminate factors or conditions contributing to re infestation by Pests.
- 10. 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 asbestos, at the premises.
- 11. Treatment effectiveness:** RPC will deliver the Plan in a competent and professional manner taking into account these terms. The ongoing effectiveness of the Pest control provided depends on the Client implementing RPC’s recommended hygiene and property maintenance procedures. Pest treatment will also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing materials to the property that encourage pest activity.
- 12. Equipment**
The Client agrees to take reasonable care of equipment installed at the premises by RPC as part of the Plan and to follow any instructions given by RPC in relation to the equipment and its use. All equipment shall remain the property of RPC and the Client agrees not to move or modify the equipment including removing any label indicating the equipment belongs to RPC. The Client accepts all costs of rectifying damage caused to the equipment including loss, theft or damage caused by fire. The client agrees to immediately inform RPC if the equipment is damaged or removed. On termination of this agreement for any reason, the Client must provide access to the premises to allow RPC to remove the equipment.

- 13. Damage to Utilities:** If delivery of the Plan requires drilling or cutting any materials, the Client 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.
- 14. Reliance on Service and Report:** All reports provided by RPC in relation to the Plan are 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.
- 15. Subcontractors and Agents**

RPC may engage or employ any person, subcontractor or agent to provide any of the Services under this Agreement.
- 16. 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.
- 17. 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 provided in relation to the Plan. To the extent permitted by law, RPC’s total aggregate liability to the Client under or in relation to this Agreement and the Plan (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 resupply of the Service.
- 18. Inability to deliver Services:** RPC shall not be responsible for any delay or failure in meeting its obligations if the failure results from a cause beyond its control including acts of God, storms or floods, war or civil disturbances, industrial disruption or accidents involving the loss or breakdown of plant, equipment or facilities required for RPC’s services.
- 19. 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 overdue 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.
- 20. 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.