

Domestic Pest Management/Termite Inspection and Treatment

Service

ODJL PTY LTD T/a Pest Bully (“TPB”) (ABN 55 165971 086) agree to provide the Service at the location described for the Fee set out as per the booking, in relation to only those pests specified in the areas described in the Inspection / Treatment Report and subject to these terms.

All furniture is excluded from treatment unless specifically specified and detailed by the Client to the technician/office staff on the day of booking or at the premises on the day of the treatment. The Client will receive all the relevant documentation on the day of the pest management service or it will be forwarded to the Client at the email address specified by the Client.

Access to Treatment Area

The Client will provide full access to the specified areas for the Service agreed upon between the Client and TPB, for the specific day and time scheduled. The Client will provide access to water and electricity on the day, if required by TPB technician, to complete the Service. TPB personnel will show identification to the Client upon request and comply with all reasonable requests while at the premises.

Pest Inspection

The Service will comprise 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. Clients should note that in occupied premises, furnishings and household items may conceal evidence of timber pests that are only be revealed when items are removed.

Pests Covered during Treatment

TPB will cover only those Pests specified included in the Pest Treatment Report/Documents. All references to termites mean subterranean termites species only. Please note that the treatments do not cover the control of dry wood termites, fungus, wood decay, damp wood termites or any other condition not specified in the documents.

Service Call and Guarantee

The Service Call is subject to the Specific Pest Treatment Warranty in accordance with the period advised and confirmed by TPB technician in the Treatment Report/Documents. It is the Client’s responsibility to contact TPB on 1300 701 401 immediately once they notice any signs of pest activity and other relevant information. Service calls will apply unless TPB has not received the full payment for the treatment/s. Service calls over weekends will incur a \$50 call out fee.

- **Termite Treatments** that use the chemical Termidor include an 8-year warranty, subject to annual Termite inspections.
- A general **Pest Control treatment** is for cockroaches, silverfish and spiders. Please note that the warranty for this treatment is 12 months for an internal treatment and does not carry a warranty for spiders externally.
- TPB’s **ant treatment** carries a 6-month warranty.
- **Rodent Treatments** – 3-month warranty period

The above warranty is only valid if there are no changes made to the perimeter of the premises.

Safety

The Client agrees to follow any safety instructions provided by TPB technician on the day. The safety instructions will relate to any pesticides and safety thereof for the inhabitants of the premises, visitors and any pets.

Treatment and effectiveness

TPB will deliver the Specified Service in a competent, efficient and professional manner. The effectiveness of treatments also depends on the Client's integration and maintenance of good housekeeping conditions in and around the premises including implementation of any Pest Bully recommendations. Any disturbance to adjacent garden areas, building alterations, renovations and introduction of pest favoured materials may render the treatment ineffective.

Damage

Any drilling, cutting or invasive treatment required during the Service delivery on the day will only commence with permission from the Client and full disclosure (by the Client) of locations of all utility services including water pipes, sewerage and drainage pipes, telephone cables, gas pipes and other services. TPB will exercise due care in performing these invasive services but the Client will be liable for any damage caused by, or resulting from the invasive treatment/s unless due to gross negligence by TPB.

Service and Reporting

Any Services and Reports are for the Client's benefit only and not transferrable to a third party. TPB reserves the right to assign the Reports/Services to another party with prior written approval from TPB.

Payment

All Pest Treatment Fee/s (GST incl.) are payable in full on the day that the Service is rendered. Please ensure the correct amount is given when payment is cash (the technician does not have change). Payment by Bank deposit can be agreed upon prior to the Treatment date and the amount has to be paid in full before any work is commenced. For any Termite Barrier Treatments TPB requires a 20% deposit to secure a booking, and the balance of our fee (incl. GST) is payable in full on the day our service is rendered. If the service booking is cancelled, the full deposit is refundable to the Client, but if the service booking is cancelled less than 72hours before the booking date and time, \$100.00 of the deposit will be retained as an administration/rebooking fee. If any additional services are added on day of treatment, payment must be received within 3 business days. If payment hasn't been received within 3 business days a \$25.00 administration fee will be added. Interest will be charged on amounts overdue for payment at the rate of 2% above the rate charged by TPB's Bank for overdrafts under \$100,000 from the due date until paid calculated daily. The Client agrees to pay the amount quoted and any additional charges that may apply to the services on the day. Payments by bank card including credit and debit cards will incur a 1% surcharge fee payable by the Client. Any costs incurred by TPB in relation to debt collection for outstanding fees or legal fees will be payable by the Client on an indemnity basis.

Non-Solicitation

For the duration of this Agreement and for a period of six (6) months after, the Client shall not directly or indirectly employ, engage or enter into any contract for works or services with any employee of TPB without the prior written consent of TPB. The client acknowledges that a breach of this will give rise to considerable cost being incurred by TPB. In the event of any such breach the Client agrees to make the following payments to TPB: a) the full recruitment costs associated with the recruitment of a replacement for the employee including for advertising, agency fees, and reasonable internal management time; b) any additional costs incurred by TPB in the employment of temporary staff to provide cover in whole or in part for the said employee during any recruitment period; and c) refund any training expenses incurred by TPB including but not limited to the costs reasonably associated with time on the job training. If TPB consents to the employment of any of its employees by the Client, such consent does not vary or amend the duties of confidentiality owed by the said employee to TPB, nor the Clients obligations under this Agreement.

Subcontracting

The Client agrees that TPB may subcontract any or all the work to be performed under this Agreement. TPB acknowledges that it remains responsible for performance of the Services, notwithstanding the appointment of a Subcontractor.

Liability

TPB 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 Services or Pest Treatment Report. The Service is provided solely for the benefit of the Client only. Consumer Laws apply if the Client is a “consumer” under the consumer law. TPB’s liability to the Client to remedy is limited to the remedies under the Consumer Law.

Privacy

The Client authorises TPB, its employees, technicians and related entities, pursuant to the **Privacy Act 1988 (Cth)**, to use and disclose the Client’s personal information, in accordance with TPB Privacy Policy, that can be accessed on www.thepestbully.com.au. TPB is authorized to use this information to inform the Client regarding new offers, products and services provided by TPB and for informational purposes e.g. newsletters. The Client has the option to opt out of receiving such offers at any time by informing TPB.

Entire Agreement

This Agreement contains the entire understanding of the parties and (except for the provisions of the **Competition and Consumer Act 2010 (Cth)** or other laws which cannot be excluded or modified by agreement) all other terms representations, conditions, guarantees, undertakings, warranties including liability for negligence which may be implied by law or have any application are expressly excluded to the fullest extent permitted by law.

Governing Law

This Agreement is governed by the laws of the State or Territory where the Service is provided to the Client and all parties involved are subject to the jurisdiction of the courts of that State or Territory.