

Termite Inspection and Treatment

Service

ODJL PTY LTD T/a Pest Bully ("PB") (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 treatments described in the Inspection / Treatment Report and subject to these terms.

Scope Creep

Should the client request services that fall outside the agreed services, such requests shall be charged accordingly.

The Client will receive all the relevant documentation via email and/or postal address specified by the Client.

Access to Treatment Area

The Client will provide full safe access to the specified areas for the Service agreed upon between the Client and PB, for the specific day and time scheduled. The Client will provide access to water and electricity on the day, if required by PB technician, to complete the Service. PB 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. It is the client's responsibility to move/remove any items that may compromise a visual inspection. Annual Australian standards termite inspections required for the 8-year warranty are not included with the initial termite treatment price.

Pests Covered during Treatment

PB 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.

Warranties

- **Termite Treatments** that use the chemical Termidor include an 8-year warranty from Termidor, subject to Australian Standards 3660.2-2000 Termite Inspections completed within 30 days of the initial treatment date. It is the client's responsibility to register the warranty with Termidor within 4 weeks of the treatment date. Warranties on any treatments are only valid if there are no changes made to the perimeter of the premises including structural, landscaping, plumbing, electrical and any other changes that may alter the perimeter and area of treatment from date of treatment.

Safety

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

Treatment and effectiveness

PB 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. PB 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 PB.

Service and Reporting

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

Payment

All treatment/inspection fee/s (GST incl.) are payable in full on or before 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 must be paid in full before any work is commenced. For any Termite Barrier Treatments PB 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 72 hours 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 PB'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 PB in relation to debt collection for outstanding fees or legal fees will be payable by the Client on an indemnity basis. PB prices are subject to change.

Please note: Alternative payment arrangements are available, prior to commencement of services for body corporate, real estate agents and any other third parties.

Please contact the office if you have any questions or concerns regarding payments on 1300 701 401

Penalties

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 PB's Bank for overdrafts under \$100,000 from the due date until paid calculated daily. If PB technician turns up at the arranged date and time but is unable to gain access to the property, a \$50 call out fee will be charged. This fee will need to be paid in full prior to the job being rescheduled.

Penalty fee of \$100 apply if: 1. The tenant of a property does not cancel the scheduled appointment within 24 hours prior to the designated time. The penalty fee will be claimed directly from the tenant if no cancellation has been received by the office 24 hours prior to the scheduled pest control job at the property.

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 PB without the prior written consent of PB. The client acknowledges that a breach of this will give rise to considerable cost being incurred by PB. In the event of any such breach the Client agrees to make the following payments to PB: 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 PB 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 PB including but not limited to the costs reasonably associated with time on the job training. If PB 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 PB, nor the Client's obligations under this Agreement.

Subcontracting

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

Liability

PB 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. PB's liability to the client to remedy is limited to the remedies under the consumer law. PB professional services are covered including but not limited to General Pest & Weed Control, Timber Pets Inspections, Termite Barrier Installations & Pre-Purchase House Pest Inspections.

Privacy

The Client authorises PB, its employees, technicians and related entities, pursuant to the **Privacy Act 1988 (Cth) and the Privacy Amendment Act 2012**, to use and disclose the Client's personal information, in accordance with PB Privacy Policy, that can be accessed on www.thepestbully.com.au. PB is authorized to use this information to inform the Client regarding new offers, products and services provided by PB and for informational purposes e.g. newsletters. The Client has the option to opt out of receiving such offers at any time by informing PB.

The client authorises PB to collect, retain, record, use and disclose consumer and/or commercial information about me in accordance with the Privacy Act 1988 and the Privacy Amendment Act 2012, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by PB, a debt collector, credit reporting body or any individual or organisation which maintains credit reference and/or default listings.

Lien on Documents and Services

PB may invoke a lien on documents and services held until such time as an outstanding fee has been paid or other satisfactory arrangements are reached.

Governing Law

This Agreement is governed by the laws of the State of Queensland and the laws of the Commonwealth of Australia, which are in force in Queensland. All disputes arising between the client and PB will be submitted to a court of competent jurisdiction in Queensland selected by PB and such court shall possess territorial jurisdiction to hear and determine such proceedings.

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.

Confirmation of Terms

By accepting this, you hereby acknowledge that you have read, understand and agree to the terms and conditions.