

1. Application

- (a) These Terms apply to and govern the supply by the Business of the Services to the Customer which are to be provided under the MY Pest Subscription Service for the duration of the Contract Term.

2. Purchase

- (a) The Business offers several subscription services, and the Customer agrees to purchase the selected Services by way of the MY Pest Subscription Service for the duration of the Contract Term.
- (b) Notwithstanding the above, the Business is not bound to accept any offer by a customer and may decide not to accept any offer for any reason and in the sole discretion of the Business.

3. Subscription

- (a) The MY Pest Subscription Service is subscription-based service in which the Business agrees to provide a specified range of pest management Services to the Customer on the basis that the Customer agrees to pay the specified amount in the Monthly Payment Plan for the duration of the Contract Term.

4. Payment Plan

- (a) The Customer agrees to purchase the specified MY Pest Subscription Service for the duration of the Contract Term. Different MY Pest Subscription Services are available depending on the pest programme chosen.
- (b) The Customer agrees to pay the specified amount in the Monthly Payment Plan in advance for the duration of the Contract Term.
- (c) If the Business or the Customer cancels the MY Pest Subscription Service any time before the expiry of the Contract Term, the Customer will be required to pay the Business the following:
 - i. any amounts due and payable by the Customer to the Business under the Agreement up to and including the termination date;
 - ii. the sum of any remaining and unpaid Monthly Payment Plan amounts (if any) on the Contract Term;
 - iii. the Customer agrees to pay the above amounts to the Business, in cleared funds, in full and without deduction or set off; and
 - iv. the parties acknowledge that the payment of any unpaid Monthly Payment Plan amounts is a genuine pre-estimate of the Business' loss for early termination of the Services before the end of the Contract Term.
 - v. The MY Pest Subscription Service is only available on condition that the Customer agrees to pay the specified amount in the Monthly Payment Plan for the duration of the Contract Term.

The Parties acknowledge and agree that:

- vi. the covenants set forth in this clause are reasonable in scope and in all other respects; and
- vii. the Business would not have entered into this Agreement but for the covenants contained herein.

5. Warranty & Coverage

Inclusions

- (a) The MY Pest Subscription Service ("the Service") includes:
 - i. the scheduled number of visits each year to inspect and, if necessary, treat the Premises for the control of the specified Pests.
 - ii. any additional visits deemed reasonably necessary by the Supplier to control those specified Pests; and
 - iii. a visual inspection for termites in readily accessible areas, where such inspection is expressly included in the relevant Subscription Package.

Exclusions

- (a) Unless expressly agreed to in writing by the Supplier, the Service does not extend to, and the Supplier accepts no responsibility for, the management, treatment, or control of the following pests:
 - i. Ants – Fire Ants (*Solenopsis invicta*) and any invasive exotic ant species designated under State or Federal biosecurity legislation.
 - ii. Cockroaches – German Cockroaches (*Blattella germanica*).
 - iii. Spiders – Dangerous or medically significant species including, but not limited to, Funnel-Web Spiders (*Atrax* spp.) and Mouse Spiders (*Missulena* spp.).
 - iv. Termites – Treatment or control of active termite infestations, installation or maintenance of baiting systems, or any remedial termite works.
 - v. Other Pests – bees, wasps, bed bugs, fleas, ticks, possums, birds, snakes, other vertebrate pests, or any pest not specifically identified in the Subscription Package as being covered.

Limitation of Liability

- (a) For the avoidance of doubt, the Supplier shall not be liable under this Agreement for any damage, loss, cost, or expense arising directly or indirectly from the presence, reoccurrence, or infestation of any excluded pest species.

6. Payment Terms

- (a) The Customer must pay for the MY Pest Subscription Service by way of paying the Monthly Payment Plan amount for the duration of the Contract Term.
- (b) The Customer authorises the Business to debit the bank account / credit card nominated

in the Payment Details of this Agreement as specified.

- (c) Should the terms of this authority need to be varied, a minimum of fourteen days' notice will be provided by the party requesting the variation.
- (d) If a debit item is disputed, the Business and or the Customer's Financial Institution must be notified immediately. The Business will endeavour to resolve this matter within a reasonable time frame. Disputed debit items resolved in favour of Business will incur an administration fee.
- (e) Direct debiting is not available on all accounts. If uncertain, you should check with your financial institution before completing the Payment Details of this Agreement.
- (f) When a debit day falls on a weekend and/or a national public holiday all debits for that weekend or national public holiday will be processed on the previous working day.
- (g) It is the Customer's responsibility to ensure cleared funds are available in the nominated bank account/credit card to meet the direct debit payment. If a debit is returned unpaid by the Customer's financial institution, the Customer will be responsible for payment of the debit plus an additional \$25.00 for return fees and administrative costs incurred by the Business. If the Business has not received instruction to the contrary from the Customer, the Business will debit both the next due payment and any overdue amounts on the next scheduled debit date.
- (h) For some Payment Methods, the Customer's Financial Institution may charge the Customer certain fees, such as foreign transaction fees or other fees relating to the processing of the Payment Method.
- (i) If a debit is returned unpaid by the Customer's financial institution, or if the Customer fails to make any payment by the required date, or if the Customer breaches any term of the Agreement or is the subject of an Insolvency Event, then, without prejudice to any other right or remedy available to the Business, the Business may, in its sole discretion, elect to do any one or more of the following:
 - i. suspend any further Services to the Customer arising from any Agreement;
 - ii. cancel any Agreement in respect of any Services not yet supplied to the Customer in whole or in part by the Business;
 - iii. terminate any Agreement in accordance with clause 13(a);
 - iv. charge the Customer interest (both before and after any judgement) on the unpaid amount at the Default Rate, which interest will accrue and be chargeable from the first day on which such amounts become overdue until the Business receives payment of all such amounts (including all interest) by way of cleared funds; and

- v. cancel any trading limit or account facilities previously granted to the Customer by the Business.

- (j) The Customer is not entitled to deduct from any payment or sum owing to the Business any amount as a set-off or counterclaim or adjustment, without prior written consent of the Business.

7. Prices

- (a) The Business' quoted prices for the Services are, including Goods and Services Tax (GST).
- (b) If the Business has any liability to pay Goods and Services Tax (GST) on the supply of any Services to the Customer, the Customer must pay to the Business an amount equivalent to the GST liability of the Business at the same time as the consideration is paid for the Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

8. Delivery, Insurance and Force Majeure

- (a) It is the responsibility of the Customer to ensure the Services supplied by the Business can be provided at the address nominated by the Customer.
- (b) The Business is not liable for any failure to supply Services because of a Force Majeure event.
- (c) The Business is not liable to the Customer for any loss or damage (including economic loss or consequential damage) arising directly or indirectly from the Business' supply, failure to supply or delay in supply of Services.

9. Warranty

- (a) The MY Pest Subscription Service covers:
 - i. the scheduled number of visits each year to inspect and if necessary, treat the premises for the control of the specified Pests;
 - ii. any additional visits required in the event further steps are required to control those Pests; and
 - iii. a visual inspection for termites in readily accessible areas.
- (b) Other than any warranties that cannot be excluded by law and subject to clause 9(c), the Business provides no warranties to the Customer in respect of any Services supplied by the Business to the Customer (including termite inspections).
- (c) To the fullest extent permitted by law all terms, conditions, guarantees, indemnities and warranties statutory or otherwise (Obligations) not expressly provided in these Terms are excluded. To the extent that any such Obligation cannot be excluded due to provisions the ACL or any other statute and the Customer makes a claim with which the Business accepts, or which is proven to be valid, then, to the extent permitted by law, the Business' liability is limited to the cost of the Services provided.

- (d) The Customer will indemnify the Business for any claims whatsoever and howsoever made by a third party against the Business for any default of the Business or the Customer relating to or directly or indirectly arising from any contract and/or arrangement made between the Business and the Customer or any Services provided by the Business to the Customer or by the Customer to a third party.

10. Insolvency & Bankruptcy

- (a) If at any time within six months of the date of a payment to the Business, the Customer is wound up, enters into Voluntary Administration or is made Bankrupt and the Business is obliged to or agrees to make a refund of any money received from the Customer, the Business may treat such receipt as if it had not occurred. The Business is then entitled to enforce its rights under these Terms as if the receipt had never occurred.

11. Costs

- (a) The Customer indemnifies the Business against all Consequential Loss, Loss, liabilities, costs, charges, expenses or fees (including legal fees on a full indemnity basis) that the Business may suffer or incur arising out of or in any way related to the Customer's breach of these Terms.

12. Intellectual Property

- (a) Unless expressly stated by an agreement, the parties acknowledge and agree that nothing in these Terms shall be construed as a transfer from the Business to the Customer of the ownership of, or title to, any of the Intellectual Property Rights in the Goods, material created as part of the Services or any other Intellectual Property Rights owned by or licensed to the Business or a third party and the Customer agrees that it must not infringe or use the Intellectual Property Rights of the Business or any other third party which exist in the Goods or materials created as part of the Services without the prior consent of the Business or relevant third party.

13. Termination

- (a) Without limiting the Business' other rights under these Terms, the Business may terminate any Agreement, credit agreements and any account facility with immediate effect by written notice to the Customer if:
 - i. the Customer has breached any term of these Terms;
 - ii. a "Force majeure" event occurs as defined in clause 199.
- (b) Each party retains any rights, entitlements or remedies it has accrued before termination, including the right to pursue all remedies available to either party at law or in equity.

14. Applicable Law

- (a) These Terms are governed by and construed in accordance with the laws of Queensland.

15. Joint and Several Liability

- (a) If there is more than one Customer named in these Terms, their obligations are joint and several.

16. Severance

- (a) Any provision of these Terms which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of these Terms.

17. Privacy

- (a) The Customer acknowledges and agrees that personal information (as that term is defined in the Privacy Act 1988(Cth)) regarding the Customer if the Customer is an individual, or the employees, contractors, officers and agents of the Customer if the Customer is an organisation, may be collected, held, used and disclosed by the Business for the purposes set out in the Business' privacy policy. The Customer consents, and where applicable will make all reasonable endeavours to have its employees, contractors, officers and agents consent, to the Business collecting, holding, using and disclosing any such personal information for all purposes specified in the Business' privacy policy.

18. Miscellaneous

- (a) In these Terms:
 - i. Words in the singular include the plural and vice versa, according to the requirements of the context;
 - ii. Words importing a gender include every gender;
 - iii. References to a person includes an individual, firm or a body corporate or unincorporated;
 - iv. A reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
 - v. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
 - vi. Headings are inserted for convenience and do not affect the interpretation of these Terms; and
 - vii. Unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.
- (b) The Customer must not assign or otherwise deal with any of its rights or obligations under these Terms without the Business' prior written consent. The Business may, to the extent permitted by law, assign, subcontractor deal with any of its rights or obligations under these Terms (including any right to be paid or chose in action) at any time in circumstances where,

in the opinion of the Business acting reasonably, the assignment will not adversely affect the rights of the Customer.

- (c) A failure to exercise or delay in exercising any right under these Terms does not constitute a waiver and any right may be exercised in the future. Waiver of any rights under these Terms must be in writing and is only effective to the extent set out in that written waiver.

19. Definitions and Interpretation

Agreement means this contract between the Business and the Customer for the provision of the Services.

Australian Consumer Law (ACL) means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory legislation.

Business means Blacklock Investments Pty Ltd, trading as CDI Pest Management- Qld, ABN 53 621 129 495.

Contract Term means the minimum period that the Business will provide the Services to the Customer as specified on the front page of the Agreement.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the entity or person requesting the Services to be supplied to it by the Business.

Default Rate means the standard default contract rate which is fixed from time to time by the Queensland Law Society.

Force Majeure means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of the Business including, but not limited to an act of God, sabotage, any fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or other labour difficulty or shortage, unavailability of transport providers, failure or inability to obtain any licence, action or inaction of a government or other authority (such as a court of competent jurisdiction) or the threat of any of the foregoing.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trademark, plant breeders rights, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know-how, throughout the world for the full period of the rights and all renewals and extensions.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

Monthly Payment Plan means the monthly amount that the Customer agrees to pay to the Business for the selected Service by way of the MYPest Subscription Service for the duration of the Contract Term, as specified on the front page of the Agreement.

MYPest Subscription Service means the selected Services that the Business will provide to the Customer for the duration of the Contract Term.

Parties Party or Parties means one or more parties to this Agreement, as the context may apply

Payment Method means the bank account direct debit / credit card payment option as specified on the front page of the Agreement.

Services means the pest management services provided by the Business to the Customer and all related or ancillary services.

Terms means these Terms and Conditions of Sale between the Business and the Customer for the provision of the Services.