

# TERMS AND CONDITIONS

## 1) ENTIRE AGREEMENT

These terms and conditions and the Schedule contain the agreement and understanding between us, THE COMPANY and you, THE CUSTOMER on everything connected with provision of the Services and the Equipment. To the extent permitted by law, we, THE COMPANY expressly exclude all warranties, guarantees, representations and conditions except as may be made by us to you in writing.

## 2) PROVISION OF THE SERVICES

- A. We agree to provide the Services in accordance with the Service Instructions (if any) from the Commencement Date (or such other date as may be agreed) and for the Term.
- B. If during the Term we are no longer able to provide the Services (or part thereof) to you, we will immediately notify you and provide the reasons as to why the Services (or part thereof) can no longer be provided. In the event that such notification is given and no remedy or agreed solution between the parties is adopted, we have no further obligation to provide those Services. Possible reasons as to why Services can't be provided include but are not limited to:
  - i) Site access constraints
  - ii) Site OHS concerns
  - iii) Service technician safety issues
  - iv) Non-payment for services
- C. You must provide access to the Service Address so that we can provide the Services and where directed, must ensure that all persons leave the vicinity where the Services are to be provided. If you fail to give us access to the Service Address, then we will be entitled to keep the benefit of that part of the Annual Amount as attributable to the provision of that Service.
- D. If for any reason a health or safety hazard results from the provision of the Services, you must immediately inform us.
- E. You must ensure that the Service Address is always a safe working environment, and, to the extent permitted by law, you must indemnify us for any loss or damage that we may suffer where you fail to do so.

## 3) EQUIPMENT WITH INTEGRATED DATA SYSTEMS

- A. Some of our Equipment have an integrated system where data i.e. information regarding the use of our Equipment (such as but not limited to equipment failures, observations, measurement data, sensor levels) is stored automatically. Such Equipment may

digitally send, upload, communicate or transmit data to us for our use by in accordance with section 13) b).

- B. All data relating to the Services is owned by us.
- C. We may use data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, our Equipment and other of our products or services, research and marketing. We undertake to, if personal data is included in the data, as far as is reasonably possible to use such data on a pseudonymized and/or anonymized basis

## 4) ADDITIONAL SERVICES AND EQUIPMENT

- A. If you require additional services and/or equipment ("Additions") (and we agree to provide them), those Additions will be provided on the terms and conditions of the agreement.
- B. You will pay the current service price for the Additions which will be added to the next direct debit.

## 5) SERVICE EFFECTIVENESS

We are obliged to use reasonable endeavours to provide the Services, the Equipment and any Additions and we will provide the same in a competent and professional manner considering the terms and conditions of this agreement. The ongoing effectiveness of the Services, the Equipment and any Additions provided depends on your implementation of our recommendations. You acknowledge that our Services, Equipment and any Additions may also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing untreated or infested materials to the property that encourage pest activity.

## 6) PAYMENT AND TRADING TERMS

- A. We will let you know when and how often we'll direct debit your account at least 14 calendar days before the first debit. If the due date isn't a business day, we will then debit amount on the next business day. We won't change the amount or frequency of these arrangements without letting you know first. We might cancel the Direct Debit if your direct debit is rejected by your financial institution on three or more occasions, in which case you'll need to make alternative payment arrangements. We'll keep all your bank or credit card information private and confidential.
- B. As our Customer - You may terminate the Direct Debit at any time by letting us know you'd like to cancel it. You can suspend your Direct Debit, by letting us know at least 3 business days before the bill's due date. If you think we've debited something incorrectly, please let us know straight away. Please

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make sure you have sufficient funds available in your nominated account to pay your bill on its due date. You need to make sure your direct debit authorisation is identical to your Financial Institution or Credit Card Issuer's signing instruction. Please let us know if you close or terminate your Direct Debit account so that an alternate payment method can be arranged.

- C. The Service Price may be increased by us once in each 12-month period by notice in writing to you, however we will not make any price increases within 12 Months of the Commencement Date. Any increase in Service Price will be notified by us in writing to you no later than one (1) month prior to the increase. If we are not in agreement in regards of the new Annual value, both parties have the right to terminate the contract by giving a 30 day written notice period.
- D. If you fail to make payment in accordance with this agreement, you agree to reimburse us an administrative failed payment fee of \$15.00. We may withhold the provision of Services where any amount is overdue under this agreement.
- E. Paper based Invoice processing fee: If you require to receive paper-based invoices, you agree to pay to us the invoice processing fee advised by us to you, from time to time, in writing.
- F. Refunds: You agree that we do not have to process any overpayments by you as a refund if your accounts balance is not zero balance.
- G. Disputed invoices: If you dispute any charges on an invoice, the dispute must be submitted to us in writing within fourteen (14) days of the invoice generation date.

## 7) TERM AND TERMINATION

- A. This agreement commences on the Commencement Date and continues until cancelled by You or us.
- B. Upon termination of this agreement by either party for any reason, we are entitled to immediate possession of potential Equipment on site and you will allow us to enter the Service Address to remove the Equipment. If you cancel your Plan prior to the end of the initial 12 month Term commencing on the Commencement Date a service support and administrative charge of your monthly fee for the total of any months remaining of the 12 month Term will occur. The parties acknowledge that this early termination fee is a genuine pre-estimate of THE COMPANY'S loss for early termination of the Services before the end of the Initial Term. After the initial 12 month Term, scheduled treatments will continue unless discontinued by you in writing. We, Flick may discontinue your Plan scheduled services at any time

after the initial 12 month Term.

- C. Notwithstanding any other provision of this agreement, if either party breaches any term or condition of this agreement the other party may notify the party in breach and seek remedy of the breach via consultation and/or arbitration. The party not in breach may at its sole discretion immediately terminate this agreement or suspend services by notice in writing to the party in breach if no agreed solution to the breach is reached.

## 8) DIRECT DEBITS

- A. You hereby authorise Us (Merchant User ID number 26002261) to make periodic debits as indicated under Payment and Trading Terms.
- B. You acknowledge that the debit amount will be debited from your account according to the terms and conditions of your agreement with us and the terms and conditions.
- C. You acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and we will contact your financial institution if we are uncertain of the accuracy of these details.
- D. You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, you acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, you agree that we will not be held responsible for any fees and charges that may be charged by either your or our financial institution.
- E. You acknowledge that there may be a delay in processing the debit if;
  - i) there is a public or bank holiday on the day of the debit, or any day after the debit date;
  - ii) a payment request is received by us on a day that is not a banking business day;
  - iii) a payment request is received after normal cut off times. Any payments that fall due on any of the above will be processed on the next business day.
- F. You acknowledge that we will provide at least 14 days' notice if we propose to vary any of the terms and conditions of the Direct Debit Request or this

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Agreement including varying any of the terms of the debit arrangements between us.

- G. You acknowledge that any request to stop or cancel the debit arrangements needs to be directed to us.
- H. You acknowledge that any disputed debit payments needs to be directed to us directly. If no resolution is forthcoming, you agree to contact your financial institution.
- I. You acknowledge that if a debit is returned by your financial institution as unpaid, a failed payment fee may be payable by you to us of \$15.00 per failed payment. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit request. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by us.
- J. You authorise us to attempt to re-process any unsuccessful payments.
- K. You acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to us and subject to your agreement with us agree to pay those fees and charges.

## CREDIT CARD PAYMENTS

- L. You acknowledge that "Flick" will appear as the merchant for all payments from your credit card.
- M. You appoint us as your exclusive agent with regard to the control, management and protection of your personal information (relating to the agreement). You irrevocably authorise us to take all necessary action (which we deem necessary) to protect and/or correct, if required, your personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to your personal information to third parties in accordance with the Flick Privacy Policy.
- N. Other than as provided in this Agreement we will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law.
- O. You hereby irrevocably authorise, direct and instruct any third party who holds/stores your personal

information (relating to Agreement) to release and provide such information to us on our written request.

- P. You authorise:
  - i) Us to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
  - ii) Your financial institution to release information allowing us to verify my/our account details.

## PAYMENT PLAN CONDITIONS AND CHARGES

- Q. The payment plan can be set up between 1-10 months with payment plans for a service value between \$1,000-\$4,500. For Payment plan with a service value between \$600-\$999 payment plans can be set up between 1-3 months.

## DIRECT DEBIT REQUESTS

- R. The Authorisation is to remain in force in accordance with the terms and conditions and the details provided in the agreement until cancelled by You or lapsed in accordance with the details provided.

## 9) LIMITATION OF LIABILITY

To the extent permitted by law:

- A. nothing in this agreement operates to make us liable (whether under contract law, common law or otherwise) to you for any consequential, indirect or special loss or damage of any nature whatsoever including (but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue, loss of profits or loss of opportunity.
- B. where a claim relates to a guarantee or warranty under the Australian Consumer Law, our liability to you under this agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is in the case of the Equipment, limited to the replacement or repair of the Equipment or the cost of replacing or repairing the Equipment, and in the case of Services, is limited to the cost of supplying those Services again, whichever may be determined in our absolute discretion to be appropriate in the circumstances..
- C. in all other circumstances, our liability to you (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the total fees received by us from you pursuant to this agreement we are not liable for any claims made for injury, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence

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of providing the Services, the Equipment or any additions.

## 10) STATUTORY WARRANTY

Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

- A. to cancel your service contract with us; and
- B. to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- C. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## 11) SERVICES WARRANTY CLAIM

- A. If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services:
- B. please contact our Branch who provided the Services at Flick Anticimex Pty Ltd of Unit 9, 145 Arthur Street, Homebush West NSW 2140): Phone number 13 14 40 or email flickservices@flick-anticimex.com.au
- C. arrange a convenient time for the Services to be inspected and if we determine in our absolute discretion to be appropriate in the circumstances, a convenient time for the Services to be resupplied

## 12) GOODS AND SERVICES TAX

Where any supply under this agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

## 13) INABILITY TO DELIVER SERVICES

To the extent permitted by law, we will not be responsible for failure to meet its contractual obligations if the failure results directly or indirectly from a cause beyond its control

## 14) PRIVACY

Subject to us complying with the Privacy Act 1988, you authorise us and our agents to collect your personal information for providing the Services and the Equipment and for internal administration and operational purposes, market and customer satisfaction research and to comply with legislative and regulatory requirements. If you do not provide your personal information, we may not be

able to provide you with our Services and Equipment. We and our agents may use your personal information and disclose it to our related bodies corporate and third parties to inform you about products and services, special offers and discounts provided by us, our related bodies corporate and third parties that may be of interest to you. For further information on how we deal with your personal information you can view our privacy policy at flick.com.au/privacy, call 13 14 40 or send an email to privacyofficer@flick-anticimex.com.au. If you do not wish to receive direct marketing communications from us, our related bodies corporate or third parties, please contact us at privacyofficer@flick-anticimex.com.au and include your name and address and we will not send you any further direct marketing communications.

## 15) GOVERNING LAW

This agreement is subject to the laws of the State where the Service Address is located, and the parties submit to the jurisdiction of that State.

## 16) DEFINITIONS:

For these terms and conditions:

“Commencement Date” means the date specified in the first table on page 1

“THE COMPANY” means us, our, we and Flick Anticimex Pty Ltd. (ABN 85 000 059 665) Unit 9, 145 Arthur Street, Homebush West NSW 2140;

“THE CUSTOMER” means you being the customer specified in the first table on page 1

“Equipment” means the pest control equipment and any other equipment potentially provided under this agreement, and includes any additional or replacement equipment;

“Service Address” means the address specified in the Schedule;

“Service Instructions” means the service instructions specified in the Schedule;

“Service Price” means the price for each service specified in the Schedule;

“Services” means the pest control service and any other services provided under this Agreement as specified in the Schedule;

“Term” means the Initial Term and any Renewal Term as specified in the Schedule

By accepting the Terms and Conditions, this Authorisation is to remain in force in accordance with the terms and conditions for Direct Debit Requests. I acknowledge that my personal information will be collected, used, held and disclosed in accordance with the Flick Anticimex Privacy

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Policy as stated in the Terms and Conditions.

## HOME PROTECTION CLIENTS ONLY - IMPORTANT CUSTOMER INFORMATION

This Proposal and the Terms & Conditions stated below contain the entire agreement and understanding between us (Flick Anticimex Pty Ltd ABN 85 000 059 665), THE COMPANY and you, THE CUSTOMER on everything connected with the provision of the Equipment and Services.

Term: This agreement commences on the Commencement Date and continues until cancelled in writing by you or us. Please note - If you cancel your Plan prior to the end of the initial 12 month Term commencing on the Commencement Date a service support and administrative charge of your monthly fee for the total of any months remaining of the 12 month Term will occur. The parties acknowledge that this early termination fee is a genuine pre-estimate of THE COMPANY'S loss for early termination of the Services before the end of the Initial Term. After the initial 12 month Term, scheduled treatments will continue unless discontinued by you in writing. We, Flick may discontinue your Plan scheduled services at any time after the initial 12 month Term.

### Excluded Pest Species from Package Pest Targets:

- i. Ants exclude Red Fire Ants, Carpenter Ants, Funnel Ants & other declared pest species
- ii. Rodents exclude native rodent species,
- iii. Bees,
- iv. Spiders exclude ground dwelling species (Funnel web, Trapdoor, Mouse, Wolf, Huntsman and Jumping,
- v. Wasps exclude Mud Daupers, VI) Caterpillar excludes all species except Urticaria (rash) causing species, VII) Lice exclude Head and Body Lice,
- vi. Moths exclude Fabric moths, IX) Other – Any other native or declared species.

**Acknowledgement:** By entering into this agreement and by obtaining the Equipment and Services you, THE CUSTOMER represent and warrant that you have read and understood and agree to all of the Terms & Conditions and that the person signing this agreement for and on behalf of you, THE CUSTOMER has the authority to sign this agreement.

## 17) CUSTOMER RESPONSIBILITIES

- A. Follow all recommendations by the Pest Technician on the service report provided

- B. Pets are regularly treated to ensure they are free from Fleas and ticks at all times
- C. To work in conjunction with Flick Anticimex or any of their representatives in reference to any reportable pest species found on the property including specific guidelines as outlined by the relevant authority

## 18) FREE EMERGENCY SERVICES

Free Emergency Services refer to pest treatment required for internal sightings only, the Free Emergency service will be a targeted internal treatment to the pest species reported at time of request, this is a limit of the warranty conditions and any additional costs incurred are not covered

## 19) IF EQUIPMENT IS NEEDED IN YOUR FLICK HOME PROTECTION PLAN

- A. If Equipment is needed for your Home Protection Plan - We will endeavour to install the Equipment on the Preferred Installation date, but we are under no obligation to do so, and may install the Equipment on another agreed date. All Equipment supplied for the provision of the Services remains our property of notwithstanding its installation at the Service Address.
- B. You agree to comply with all instructions given by us concerning the use and operation of the Equipment and will advise us as soon as possible if the Equipment is damaged or in need of repair. You will not attempt to relocate, move, dismantle, modify or repair the Equipment or allow any person other than us to do so.
- C. You agree to take care of the Equipment (including prevention from misuse and theft) and, to the extent permitted by law, you indemnify us for all loss of or damage to the Equipment from any cause whatsoever on a replacement cost basis.
- D. If for any reason the Equipment becomes a health or safety hazard, you must immediately inform us

## 20) TERMITE PROTECTION - TIMBER PEST INSPECTION ("TPI"), WARRANTY INSPECTION AND RETICULATION SYSTEM ("RE-TIC SYSTEM")

If Timber Pest Inspection, Warranty Inspection or Re-Tic system services forms part of your Home Protection Plan specific terms and conditions apply in accordance with

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the Report/Reports that will be delivered to you after Inspection has been completed. In addition;

- A. Active Termites found during initial TPI - Please note – if any termite activity is found during initial TPI or other service at commencement of Home Protection Plan this will require remedial termite treatment at client costs prior to any further works or Home Protection Plan can be considered active.
- B. Termite Management System in place that has not been installed by us or our subsidiaries – If we under our current license are not allowed to service the system, we have the right to cancel our current Home Protection Plan with you.
- C. A termite management system installed by us requires warranty activation by signing up to the Home protection plans (exception, Convenience Plan). As per the Home protection plan, annual warranty inspections required to maintain warranty.

## **21) ADDITIONAL PAYMENT AND TRADING TERMS**

- A. You agree to pay for the Service in accordance with our trading terms that are stated in the agreement; Direct Debit of monthly charges depending what Home Protection Plan that has been chosen.
- B. Excluded pest species may incur extra charges depending on the environment and conditions as required.
- C. Any adhoc or value add services sold at service to be paid with credit card and are considered a knockdown treatment with no warranty or emergency services.