

TERMS AND CONDITIONS RESIDENTIAL SERVICES

1) Entire Agreement

These terms and conditions between us, THE COMPANY and you, THE CUSTOMER covers 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).
- b) If during we cannot 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 not 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, we will then be entitled to the value for 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 and will need to be paid for on the day of the service.

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.

Any free service period that Flick may offer as part of the service will be specified on your specific service report and any recommendations will need to be fulfilled. If recommendations by our Technicians has been followed, the below warranty is offered;

Pest (Target)	General Warranty Period	Comments
Treatment of Cockroaches (excl German Cockroaches), Silverfish, Household Ants and Webbing Spiders	1 months	The general warranty period is conditional - The period can be varied due to site specific environmental conditions e.g. overgrown vegetation, cleanliness of site, stored goods etc or other recommendations detailed on service report
Treatment of Rodents, Fleas, Mosquitoes/Midges	1 month	

6) Payment and Trading Terms

- a) All residential services to be paid in advance at the time of booking or via EFTPOS/creditcard at the day of the service. We treat all your bank or credit card information private and confidential.
- b) We have no obligation to fulfil our service to you if payment has not been received.
- c) 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.
- d) Disputed invoices: If you dispute any charges from us, the dispute must be submitted to us in writing with in fourteen (14) days of the invoice generation date.

7) Term and Termination

- a) For scheduled services where you have not received any specific Terms and Conditions for that service, the following apply;
- 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.
- c) If you cancel your Service prior to the end of the initial 12 month Term commencing on the Commencement Date a service support and administrative charge of 30% of your annual service fee for 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. Flick may discontinue your scheduled services at any time after the initial 12 month Term.
- d) 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) The following apply if you have accepted direct debits for autopayments or payment plans;
- b) You hereby authorise Us (Merchant User ID number 26002261) to make periodic debits as indicated under Payment and Trading Terms.
- c) 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.
- d) 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.
- e) 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.
- f) 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 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/your account details.

Payment plan Conditions and charges

- q) If you have agreed to a payment plan;
- r) 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

- s) 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 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.

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:

If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services:

- a) 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
- b) arrange a convenient time for the Services to be inspected and
- c) 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 Policy as stated in the Terms and Conditions.