

# Terms and Conditions

## Service and Fees.

- Snap Pest Control ("Company") agrees to provide a general pest treatment ("service") for our clients, at their address for the total investment fee ("Fee") that includes GST in relation to the treatment of the pests described in this document in accordance with out terms and conditions. The service specifically excludes any Termite treatment or service, Rodents unless otherwise previously arranged, or treatment of any bird pests.
- 2. The Service price estimates provided are for the treatment of general pests including, Spiders, cockroaches, ants, silverfish and other general pests found within the home and outside surrounding areas. Rodent treatments will incur additional fees. These fees are not outlined in any current pricing advertised by the Company and will be provided to the Client upon request of such services.
- Treatment for Bed bugs will incur additional fees. These are not covered under "General Pest Treatment". These fees are not outlined in any current pricing advertised by the company and will be provided to the client upon request of such services.
- 4. The Company does not offer treatment for termites, other timber pests, bird pests, fumigation services or large exterminations.
- The client will have deemed to have accepted these terms and conditions by either signing this document, confirming by email or letter, or by allowing the service to be undertaken.
- 6. The Fees are as described in the pricing and payment section and are payable by the client to the company for the service. The Fees are payable on or before the Service is carried out unless otherwise agreed in writing with the client. Where payment of the fee is made by credit or direct debit, an additional processing fee may be charged. Interest may be payable by the client on overdue amounts payable from the date due to the date received. The Client agrees to pay for the Service in accordance with our trading terms, stated in this agreement.

- 7. Cancellation of a booking: We understand that circumstances change. To cancel or reschedule your booking please contact us within 24 hours before your scheduled booking time. If you rebook after this time to an alternate date, no fee or penalty will apply. If you cancel after this time or there is no one at the premises at the scheduled time to let our technicians in, a rebooking fee of \$25 will be applied to your future booking payable before treatment commences at your property. Furthermore, if there is no one present at the property on the day of your treatment and we are unable to provide your service due to this, we may ask that you make payment upfront upon rebooking your service. Payment would need to be made upon receiving the new invoice. If payment is not received within 24 hours of rebooking, your treatment will be cancelled, and you will be notified. If it so happens that upon arriving at your property the second time and no one is there, we will cancel your booking, and you forfeit any money paid for that booking.
- 8. For end of lease treatments, payment must be made in advance. And "end of lease service report" will not be forwarded to the real estate until payment is received for the job. Invoices are sent out in advance and should be paid immediately to ensure the service report for the treatment conducted is received in a timely manner.
- 9. Internal only treatments are an interim measure usually applied between yearly internal/external treatments to help minimise pest activity within the home. They do not carry a warranty as a full treatment has not been applied.
- 10. It is important as the customer that you adhere to any verbal instructions given on the day of treatment as well as the instructions and recommendations outlined in the service report that is emailed to you after the treatment has been applied. Failure to adhere to these instructions and recommendations will decrease the effectiveness of the treatment. The pest treatment alone is only one measure, the client needs to ensure they do their part to minimise the pest activity in the home.

#### Health, Safety and Care.

- 1. For the safety of all, the Client must advise the Company or its service representatives for any pets or animals at the location, of any people with allergies or other health related concerns that could potentially be impacted by the suggested chemicals. Any person that suffers from allergic reactions or are sensitive to related processes should as a precautionary measure, remain away from the location for no less than 24 hours or until the location has been fully ventilated.
- 2. The Client must remove or otherwise protect any people, animals including birds and fish during the treatment, cover all food items and utensils, avoid contact with all treated surfaces until safe and observe all other health and safety recommendations provided. Following treatment, it is in the Clients interest to fully ventilate all treated areas prior to returning occupants.
- 3. The Client must ensure that the Company's inspectors, technicians, and any other representatives attending the location have safe and open access to the required

areas of the location in order to safely and without risk, conduct the Service. All facilities required to complete the service will be provided by the Client including water and electricity. It is extremely important that the Client advises the Company or one of its representatives of any health and safety risks related to the location prior to the commencement of the Service. Failure to do so could result in cancellation of treatment and as such cancellation fees payable by the Client.

- 4. The Client acknowledges and accepts that the Service may include the use of chemicals, pesticides, baits, equipment and materials and will co-operate and comply with all advice and instructions provided by the Company to ensure the health and safety of persons at the location at the time of and following the Service.
- 5. The most effective delivery of the Service may require drilling or cutting materials. The Client is responsible for the identification of related utilities and services that may be impacted by these works, including, but not limited to, electrical, gas, water and drainage pipes, telephone, and digital cabling. The Company will exercise reasonable care in performing the work required however the Client will be liable for any damage caused to the location.
- 6. The Client must ensure that the Service address is always a safe working environment, and to the extent permitted by law, the Client must indemnify the Company for any loss or damage that they may suffer where the Client fails to do so. The Client warrants that they have disclosed to the Company all material information which may have an effect on the provision, performance and/or installation of the equipment and/or the Services at the Service address and agree to notify the Company as soon as possible where any circumstances (including in respect of the Service address) changes.
- 7. If for any reason a health or safety hazard results from the provision of the Services, you must immediately inform us.

## **Service Effectiveness and Limitations**

- The Company will complete the Service in a professional manner in accordance with these terms and conditions. It is important to note that the ongoing effectiveness of the Service depends greatly on the environment, surroundings and the Clients implementation of the recommendations made by the Company with regard to property maintenance, cleaning and hygiene procedures and general storage and housekeeping of the location.
- 2. The Client acknowledges and accepts that the pest treatment may be hindered, and its effectiveness reduced by disturbing treated areas, moving or interfering with service equipment or materials, making changes to the buildings structure or use, introducing untreated, infested or susceptible materials and products to the location that may encourage pest activity.
- 3. The inspection to be undertaken as part of the Service is a visual inspection and is restricted t the areas of the premises where reasonably practicable access can be

safely achieved, and line of sight is reasonably achievable by the technician at the time of the inspection. Where access is limited or furniture, equipment or coverings impede visibility or access, the inspection and treatment will be impaired. Only the accessible areas of the location as described I the interior and exterior areas of the report will be inspected and treated.

4. The Clients furniture and other household equipment are excluded from the Service unless specifically detailed in the document. Any additional pests or areas (Sheds, Basements, Rumpus Rooms etc) to be services will require a separate inspection and proposal, and payment prior to treatment beginning.

## Report Reliance and Indemnity

- At the conclusion of the service, the technician will provide a service report including advice, recommendations to the Client on steps to be taken and best practices in minimising pests and their subsequent impact.
- 2. All information and reports provided by the company to the client are provided solely and exclusively of the benefit of the Client. The information may not be assigned or transferred by the Client to any third party, nor can the information be relied upon by any third party without the written approval of the Company.
- 3. To the full extent permitted by law, the Client will indemnify the Company and its representatives against all actions, claims, proceedings, or costs (including legal costs on a full indemnity basis) which the company may incur as a result of any reliance placed on the content of an inspection report or service by any person other than the Client.
- 4. While every effort will be made at all times to deliver all services as scheduled, the Company shall not be responsible for failure to meet its obligations if the failure results directly or indirectly from a cause beyond its control.

#### **Limitation of Liability**

sale of any goods or services.

- To the extent permitted by law:
   The Company will not be liable for any loss of revenue or profit, loss of business, wasted expenditure or any form of direct or indirect consequential loss arising from, or in connection with this agreement, the supply of the Service, the equipment or the
- 2. Where a claim relates to a guarantee or warranty, the Company's total aggregate liability to the Client under or in relation to this agreement (including in contract, negligence, tort or any common law or statutory right) is limited at the Company's option to:
- (i) in relation to claims relating to services, the resupply of the services of the costs of resupply of the service; or
- (ii) in relation to claims relating to goods, the resupply of the costs or the cost of resupply of the goods

- 3. In all other circumstances, the liability of the Company to the Client (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the fees received by the Company from the Client pursuant to this agreement.
- 4. This agreement is governed by the laws of the state or Territory where the Services are being provided by the Client and the parties submit to the jurisdiction of the courts of that State or Territory.

#### Insurance

- 1. The Company will maintain for the term the following insurance policies with a reputable insurer:
- Public and Products liability insurance for the amount of \$5 million (any one event).

# Services warranty claim

- 1. If you have a problem with our Services or believe that you may have a Services Warranty Claim in relation to our Services, you must:
- Contact us directly by phone on the number listed at the bottom of this document, or.
- Email us at the address listed at the bottom of this document.
- 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 Service to be resupplied.

## **Privacy**

 By accepting this agreement, the Client acknowledges that personal information may be collected, used, held and disclosed in accordance with the Snap Pest Control Privacy Policy which can be accessed at www.snappestcontrol.com.au

#### Contact details:

If you need to get in contact with us in relation to any of the information outlined in this policy, please feel free to contact us on any of the details below.

Email – snappestcontrol@outlook.com Website – www.snappestcontrol.com.au Phone – 0422 792 813