



## ANNUAL PEST PROTECTION PLAN TERMS AND CONDITIONS

### 1) ENTIRE AGREEMENT

This Terms & Conditions stated below contain the entire agreement and understanding between us (Oracle Services – Pest Control & Hygiene PTY LTD ABN 74 617 161 341), THE COMPANY and you, THE CUSTOMER on everything connected with the provision of the Equipment and Services. 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. These terms supersede any previously issued Terms & Conditions. These Terms and Conditions (T&Cs or Terms) comprise Part A of this document (General) and all other parts which are relevant to the Services provided to you. We may vary these Terms at any time by giving you written notice. A variation will take effect immediately for all new orders placed after we send you the written notice, and for any equipment or services under an existing order. Your acceptance of further equipment and services and/or payment of invoices due after the date we send you written notice, is deemed acceptance of the variation.

Part A – General

Part B – General Pest – Home Protection Plan T&C's

**Acknowledgement:** By obtaining the Equipment and Services you, THE CUSTOMER represents and warrant that you have read and understood and agree to all the Terms & Conditions

### PART A – GENERAL

#### 2) TERM

This agreement commences on the Commencement Date and continues until cancelled in writing by you or us.

- a. The COMPANY will supply the Equipment and Services under the Subscription plan. The Subscription Plan commences from the date we issue Our invoice ('Commencement Date'). The Monthly fee for the first year of your subscription is Our list price at the date of the order.
- b. If you cancel your Subscription Plan prior to the end of the initial Term and you have more than 30 days left in your Initial term, you can pay out the agreement. We (Oracle Services) will calculate the amount you must pay for service support and administrative costs by multiplying your monthly fee by the number of months left in your Initial term from the Commencement Date. 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 Term, scheduled treatments will continue unless discontinued by you in writing. We, Oracle Service may discontinue your Plan scheduled services at any time after the initial Term.
- c. 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.
- 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.
- e. The Subscription plan can be transferred to a new home address if you are moving. The Subscription Plan commence date will restart with a new initial term from the date you are registered on your new address. The subscription plan cannot cover services in two different addresses in one 12-month period. Additional charges will apply to accommodate this.

#### 3) PROVISION OF 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 and any warranties attached. 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.

#### 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 encourages pest activity.

#### 6) PAYMENT AND TRADING TERMS

- a. This agreement also relates to your authority to Oracle Services – Pest Control & Hygiene PTY LTD to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request. These terms and conditions are set out in this agreement and can also be accessed on the Oracle Services – Pest Control & Hygiene PTY LTD website ([oracleservices.com.au](http://oracleservices.com.au)).
- b. By agreeing to the Direct Debit Request, we will direct debit your account once You have supplied your account details and confirmed the terms and conditions. We will only arrange for funds to be debited to your account as authorized in the direct debit request. If the due date isn't a business day, we will then debit the amount on the next business day. We won't change the amount or frequency of these arrangements without informing you know first.
- c. 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.
- d. As our Customer - You may change the arrangement under a Direct Debit request by contacting us on 02 9157 5706. You may also cancel your authority for us to debit your account at any time by letting us know you'd like to cancel it. Subject to paragraph 2 (B) above, the cancellation will be effective from the 1st day of the following month, after the 30-day notice period end, and no refunds of previous direct debits are available. If for any reason, direct debits from your account have been unsuccessful, Oracle Services has the right to debit the accumulated amount for any months not successfully debited. If you think we've debited something incorrectly, please let us know straight away. It is your responsibility as our CUSTOMER to ensure that there are sufficient funds available in your nominated account to pay your bill on its due date. Please let us know if you close or terminate your Direct Debit account so that an alternate payment method can be arranged. If you close or terminate your Direct Debit account directly with your nominated financial provider in the minimum period required (refer to paragraph 2 (B)) you must contact us to arrange an alternative payment for the remaining months of the subscription period. Failure to do so may result in Oracle Services taking debt recovery action.
- e. 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.
- f. If you fail to make payment in accordance with this agreement, you agree that we may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees, charges and other expenses incurred in attempting to recover the debt and any fees, commissions, or other amounts we pay to any collection agency to act on our behalf.



- g. We may withhold the provision of Services where any amount is overdue under this agreement.
- h. 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.
- i. 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. Refunds will only be issued by us for debiting errors or for reasons the COMPANY deems to warrant a refund to a customer.
- j. Disputed invoices: If you dispute any charges on an invoice, the dispute must be submitted to us in writing with in fourteen (14) days of the invoice generation date.

#### 7) DIRECT DEBIT REQUEST (DDR)

- a. You hereby authorize Us 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 five (5) business days for the banks to settle 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 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 need 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.
- l. By agreeing to the Direct Debit Request, we will direct debit your account once You have supplied your account details and confirmed the terms and conditions. We will only arrange for funds to be debited to your account as authorized in the direct debit request. If You do not confirm your payment details within (3) three days of the acceptance of the order, the COMPANY will

cancel your order and this agreement will become void. If the due date isn't a business day, we will then debit the amount on the next business day. We won't change the amount or frequency of these arrangements without informing you know first.

#### CREDIT CARD PAYMENTS

- m. You acknowledge that "Oracle Services" will appear as the merchant for all payments from your credit card.
- n. We will keep all information in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- o. We will only disclose information that we have about you:
  - i. to the extent specifically required by law
  - ii. for the purpose of this agreement (including disclosing information in connection with any query or claim or when we refer you to debt collection agency). 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 authorize:
  - 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.

#### DIRECT DEBIT REQUESTS

- q. The Authorization 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.

#### 8) 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.

#### 9) 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.

#### 10) 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 office at 8/849 South Dowling Street, Waterloo NSW 2017: Phone number 02 9157 5706 or email [warranties@oracleservices.com.au](mailto:warranties@oracleservices.com.au)



- b. 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.

#### 11) GOODS AND SERVICES TAX (GST)

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.

#### 12) INABILITY TO DELIVER SERVICES

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

#### 13) 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 [oracleservices.com.au/privacy](http://oracleservices.com.au/privacy), call 02 9157 5706 or send an email to [info@oracleservices.com.au](mailto:info@oracleservices.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 [info@oracleservices.com.au](mailto:info@oracleservices.com.au) and include your name and address and we will not send you any further direct marketing communications.

#### 14) 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.

#### 15) DEFINITIONS

|                          |   |
|--------------------------|---|
| <b>Commencement Date</b> | means the date The Customer agree with Oracle Services to start the Home Protection Plan and Authorise Oracle Services to Debit the nominated payment method.   |
| <b>The Company</b>       | means us, our, we and Oracle Services Pest Control & Hygiene Pty Ltd. (ABN 74 617 161 341)<br>Unit 8, 849 South Dowling Street, Waterloo NSW 2017   |
| <b>The Customer</b>      | means you being the customer as specified in the Services Program Acceptance Form;  |
| <b>Equipment</b>         | means the pest control, disinfection and/or hygiene services equipment and any other equipment provided under this agreement, and includes any additional or replacement equipment;   |
| <b>Initial Term</b>      | 12 months from Commencement Date or from the date an upgrade/downgrade of your subscription is invoiced.  |
| <b>Force Majeure</b>     | means any circumstance not within our reasonable control, or any circumstance that could not have been avoided, prevented or circumvented despite the exercise of reasonable diligence by us, including extreme weather events, pandemic or outbreak of infectious disease (and any associated government or regulatory authority-mandated restrictions), fires, terrorism, wars, strikes, cyber-attacks, power blackouts, imposition of sanctions and earthquakes; |
| <b>Residential</b>       | Means any property containing buildings/dwellings used as a residence where a person lives, sleeps and eats;  |
| <b>Service Address</b>   | means the address specified in the Services Program;  |
| <b>Service Price</b>     | means the price for each service specified in the Customer Portal;  |
| <b>Services</b>          | means pest control, and/or hygiene services, and any other services provided under this agreement   |
| <b>Subscription</b>      | means the arrangement where the services are offered to you periodically by sending you recurring invoices as per the Terms and Conditions set out under this agreement.  |

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 Oracle Services Privacy Policy as stated in the Terms and Conditions.

## PART B – GENERAL PEST – HOME PROTECTION T&CS

#### 16) EXCLUSIONS

Excluded pest species from annual protection plans:

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

#### 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 us or any of our representatives in reference to any reportable pest species found on the property including specific guidelines as outlined by the relevant authority.

#### 18) SERVICES PROVIDED UNDER WARRANTY

Services provided under warranty refer to pest treatment required for internal sightings only, the warranty 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) EQUIPMENT PROVIDED FOR SERVICES

- a. If Equipment is required for your Annual Protection Plan –
  - i. 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.
  - ii. All Equipment supplied for the provision of the Services remains property of the company 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,
- e. All equipment remains the property of Oracle Services and must be returned to Oracle Services on termination of the said agreement.

#### 20) 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 ad-hoc 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.