



IMPORTANT CUSTOMER INFORMATION

Acknowledgement: By ordering 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.

STANDARD COMMERCIAL TERMS & CONDITIONS

1. AGREEMENT

- a) This Agreement is a contract between the Company and Oracle Pest Control & Hygiene Services Pty Ltd, as the Company only.
- b) A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Bill 2013 to enforce any of its terms.
- c) This Agreement constitutes the entire agreement between the Customer and the Company. No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms) unless it is confirmed in writing by authorized officer of the Company.
- d) This Agreement commences on the Commencement Date and continues for a term of 12 months (initial term) and unless terminated at the end of the Initial Term by a party giving to the other at least one (1) month's written notice of termination, this agreement will continue for a further duration of 12 months.
- e) These terms and conditions contain the agreement and understanding between the Company and the Customer on all related items/issues with provision of the services and equipment.

2. SERVICES

- a) The Company agrees to provide the Services from the date of commencement as agreed (or such other date as may be agreed).
- b) If, by any reason that the Company is no longer able to provide the Services (or part thereof) to the Customer, the Company will provide a notice period of one (1) month to the Customer. With such a notification/duration given, the Company has no further obligations to provide those Services.
- c) The Company will exercise all reasonable skill, care and diligence in the discharge of the duties hereby covenanted and shall attend to all re-infestation of the said pests without incurring additional charges.
- d) Equipment provided and/or installed as part of the agreed services is considered on loan will remain property of Oracle Services – Pest Control & Hygiene PTY LTD for the duration of the agreement.
- e) The customer is liable for the cost of replacing missing or damaged equipment at the expense of the customer.

3. PAYMENT TERMS

- a) The Customer agrees to pay for the Services in accordance with the Company's payment terms of thirty (30) days from date of invoice.
- b) The Customer may not set off against any payment under this agreement any amount of money that the Company may owe to the Customer.
- c) If default shall be made by Customer in the payment of any fees or charges agreed to be paid by him/her, this Agreement shall there upon cease without affecting the right of the Company to recover from the Customer any money due to the Company the date of such determination or to recover damages in respect of any breach by the Customer of the terms in this Agreement.
- d) The Company may adjust the price for on-going services after first anniversary of the agreement or at any time thereafter by giving one (1) month prior notice in writing.

4. WORK ENVIRONMENT

- a) The Customer must ensure that the location of work (where Services are provided) is always a safe working environment. The Customer must indemnify the Company for any loss/damage the Company may suffer where it fails to do so.
- b) The Customer shall make freely available access to all parts of the said premise during the time and for the purpose of any inspection or treatment by the Company. These do not include areas which are obstructed, inaccessible and landscape areas. This contract does not cover

repairs/replacement/consequential damages/losses/summons as a result of the activities (including re-infestation) of the said pests.

5. LIMITATION OF LIABILITY

- a) The Company indemnifies the Customer:
- b) Against any loss or liability suffered or incurred arising from:
- c) Loss of or damage to property (Including the Customer's property); or
- d) Death or injury of persons (Including the Company's employees) Arising from or in connection with the Company carrying out the Works, except to the extent caused by the Customer's negligence;
- e) Against any loss, liability, damage or cost that the Customer may suffer as a result of any breach by the Company of this Agreement or any negligent act, error or omission in the carrying out of Works arising out of this Agreement.

6. GOODS & SERVICES TAX (GST)

- a) Where any service(s) provided under this agreement is/becomes subject to GST, an amount equal to the GST paid/payable for that service(s) will be added to the amount exclusive of GST paid/payable for that service(s).

7. ANTI-BRIBERY

- a) **Both Parties will:**
 - i. Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption ("Relevant Requirements");
 - ii. have and shall maintain in place throughout the term of this agreement its own adequate policies and procedures, to ensure compliance with relevant requirements and will enforce them where appropriate;
 - iii. promptly report to the other party any request or demand for any undue financial or other advantages of any kind received by the other party in connection with the performance of the agreement;
 - iv. immediately notify the other party (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in the party.

8. OTHER TERMS

- a) The Company shall not be responsible for failure to meet its contractual obligations if the cause of the failure is directly/indirectly from a cause beyond the Company's control.

9. GOVERNING LAW

- a) This agreement will be subjected to the laws of the State where the services are provided.
- b) The Company will not represent its clients in court.

Definitions for this agreement

The Company	means us, our, we and Oracle Services Pest Control & Hygiene Pty Ltd. (ABN 74 617 161 341) Unit 8, 849 South Dowling Street, Waterloo NSW 2017
The Customer	means you being the customer as specified in the Services Program Acceptance Form;
Equipment	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;
Force Majeure	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;
Service Address	means the address specified in the Services Program;
Services	means pest control, and/or hygiene services, and any other services provided under this agreement