

Mount Lawley Pest Control - Terms and Conditions for Services

These Terms and Conditions (the "Terms") govern the provision of pest control services by Mount Lawley Pest Control ("MLPC," "we," "us," or "our") to you, the client ("you" or "your"). By accepting our quotation and engaging our services, you agree to be bound by these Terms.

1. Quotation and Acceptance

- 1.1. Our quotation details the proposed pest control services, including the scope of work, estimated duration, and pricing.
- 1.2. The quotation is valid for 30 days from the date of issue.
- 1.3. Acceptance of the quotation, either verbally or in writing, constitutes an agreement to proceed with the services outlined at the quoted price, subject to these Terms.

2. Scope of Work

2.1. Termite Management:

- a. Our termite management services will be conducted in accordance with the principles of "AS 3660.2 Termite management: In and around existing buildings and structures" and the "Code of Best Practice for Termite Management"
- b. The specific methods and products used will be detailed in your quotation and determined based on a thorough inspection of your property. This may include, but is not limited to, baiting systems, chemical barriers, or a combination thereof.
- c. Where chemical treatment of the soil is to be undertaken to homes constructed on concrete slabs, the best method of performing this is for the soil in the zone from the external walls of the home, horizontally 150mm from the walls and extending down to 50mm below any footings. This requires any paving, decking or ground covering to be removed, then reinstated upon completion of the termite management system. Unless the removal and reinstatement is expressly allowed for in the quotation, these works have not been allowed for and are excluded by MLPC. Where such removal and reinstatement is not practical for the client, drilling through paving and/or paving can occur, however this treatment type shall be noted as a 'limitation to achieving a successful outcome' in accordance with the Code of Best Practice for Termite Management section 15.4.
- d. We will endeavour to identify and recommend solutions for existing termite activity and provide preventative measures to minimise future infestations.
- e. It is important to note that due to the cryptic nature of termites, complete eradication cannot always be guaranteed, especially in cases of extensive and long-standing infestations. Our aim is to control and manage the termite population to protect your property.
- f. Post-treatment inspections and monitoring may be recommended and will be subject to separate quotations.

2.2. General Pest Control:

- a. Our general pest control services target specified pests as agreed upon in your quotation (e.g., ants, cockroaches, spiders, rodents).
 - b. The methods and products used will be appropriate for the target pest(s) and designed to minimise risk to non-target organisms and the environment.
- 2.3. MLPC reserves the right to amend the scope of work if unforeseen circumstances or additional pest activity are discovered during the service, subject to your prior approval and any necessary price adjustments.

3. Client Responsibilities

- 3.1. **Access:** You must provide clear and unobstructed access to all areas requiring treatment as specified in the quotation. Typically, termite treatment requires 1m of unobstructed space around the perimeter of the home, while general pest treatment requires 500mm. Our quotes do not include labour to move furniture, appliances and our clients' personal effects. Failure to do so may result in delays, additional charges, or an inability to complete the service.
- 3.2. **Preparation:** You are responsible for carrying out any necessary preparation prior to our arrival, as advised by MLPC (e.g., clearing clutter, covering food, moving furniture, picking up dog poos, moving pet food to an area that will not be treated).
- 3.3. **Information Disclosure:** You must disclose any known hazards, allergies, sensitive areas, or previous pest control treatments on the property that may affect our ability to safely and effectively carry out the services. This includes, but is not limited to, the presence of pets, children, or individuals with respiratory conditions.
- 3.4. **Follow-up:** For certain treatments, particularly termite management, it is crucial that you adhere to any post-treatment instructions or recommendations provided by MLPC to maximise the effectiveness of the treatment and validate any warranties (if applicable).
- 3.5. **Maintenance:** You acknowledge that ongoing property maintenance (e.g., repairing leaks, managing moisture, removing debris) plays a vital role in preventing future pest infestations, and MLPC is not responsible for infestations arising from inadequate property maintenance.

4. Pricing and Payment

- 4.1. The price for our services will be as stated in the quotation.
- 4.2. If the person responsible for making the payment will not be present upon completion of the works, we require prepayment unless agreed otherwise. This includes situations when the person responsible for payment is present at the commencement of the treatment, but has to leave the premises prior to completion of the treatment.
- 4.3. We accept payment as follows;
- a. Cash payments are accepted, preferred and include GST. No discounts for cash payment apply, as we issue tax invoices for all cash received through our business, and the income is declared to the Australian Tax Office.

b. Card payments are accepted, with the fees charged by our payment system provider Tyro being added to the cost of the work. We do not charge any amounts greater than our actual cost of providing the service. The amount of the surcharge can be viewed in percentage and dollar terms at the point just prior to making the payment.

4.4. EFT payments are accepted if clear funds are shown in our ANZ bank account prior to us commencing the treatment

4.5. For termite management system installations, we require a 50% deposit, with the balance being due and payable at the time of completion of the works on site

4.6. In the event of late payment, MLPC reserves the right to charge interest at a rate of 2% per month on overdue amounts.

4.7. Any additional services requested by you outside the scope of the original quotation will be quoted separately and require your prior approval.

5. Guarantees and Warranties

5.1. Termite Management:

a. For specific termite management systems (e.g., chemical barriers, baiting systems), a warranty period may apply as detailed in your quotation. This warranty covers the re-treatment of active termites within the treated zone under specific conditions.

b. Warranties are subject to your adherence to all recommendations and conditions, including regular inspections (if recommended) and maintaining the integrity of the treated zone.

c. Warranties do not cover new infestations originating from areas not treated or specified in the original quotation, or infestations resulting from structural defects or moisture issues not addressed by MLPC.

d. MLPC is not responsible for any damage caused by termites that occurs after the initial treatment if the infestation re-occurs due to factors outside our control, or if follow-up recommendations are not followed. This includes any consequential loss or damage.

5.2. General Pest Control:

a. For general pest control services, we aim to significantly reduce or eliminate the target pest population. A limited re-treatment warranty may apply, as detailed in your quotation, if the target pests reappear in significant numbers within 90 days of the treatment.

b. This warranty does not cover re-infestations resulting from poor sanitation, structural issues, or new pest introductions to the property.

5.3. Rodent Control

Effective rodent control relies on addressing the hierarchy of control, as noted in the Code of Best Practice for Rodent Management, which shall include;

- a. Exclusion
- b. Reduction of food and water sources
- c. Reduction of harbourage
- d. Trapping systems
- e. Baiting systems

Where fig, orange, mandarin, or mango trees, or grape vines be present on the treated or neighbouring properties, no warranty can be provided whilst these trees/plants are fruiting.

Should baiting systems be employed, the Code of Best Practice for Rodent Management dictates that for mice, the bait stations should be placed at horizontal spacings not exceeding 3m, while for rats 9m spacings should not be exceeded. Should the client elect to proceed with a baiting station scheme that exceeds the maximum recommended spacings, no guarantee can be provided, and any return visits requested shall result in any followup visits being chargeable.

5.4 Flea Treatment / Flea Fumigation

The life cycle of fleas includes a cocoon stage, with the cocoon resistant to pesticides. Effect control of fleas requires regular vacuuming of carpets and fabric blinds. A minimum of 2 treatments is required to eliminate an infestation of fleas, with treatments performed at two-weekly intervals until no further fleas can be seen. MLPC can offer a warrant our work in eliminating flea infestations under the following circumstances;

- a. A minimum of 3 treatments are performed by MLPC
- b. Part of the treatment process includes vacuuming by an independent cleaning contractor engaged by MLPC 3 times in a two week period

6. Limitation of Liability

6.1. To the fullest extent permitted by law, MLPC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- a. Your access to or use of or inability to access or use the services;
- b. Any conduct or content of any third party on the services;
- c. Any content obtained from the services; and
- d. Unauthorized access, use or alteration of your transmissions or content.

6.2. MLPC's total liability for any claim arising out of or relating to these Terms or the services provided, regardless of the form of the action, is limited to the amount paid by you for the specific services giving rise to the claim.

6.3. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

6.4.

7. Health and Safety

7.1. All treatments will be carried out by Glenn Mott, a qualified and licensed pest control technician, in accordance with Australian standards and safety regulations.

7.2. We use products approved by the Australian Pesticides and Veterinary Medicines Authority (APVMA). Material Safety Data Sheets (MSDS) for products used are available upon request.

7.3. You and any occupants must follow all safety instructions provided by MLPC before, during, and after the treatment. This may include vacating the premises for a specified period.

8. Cancellation and Rescheduling

8.1. If you need to cancel or reschedule a service, please provide at least 24 hours' notice.

8.2. Failure to provide adequate notice may result in a cancellation fee of 25% of the quotation value to cover administrative costs and lost earnings.

9. Confidentiality

9.1. Any information shared by you with MLPC will be treated as confidential and used solely for the purpose of providing pest control services.

10. Governing Law and Jurisdiction

10.1. These Terms shall be governed by and construed in accordance with the laws of Western Australia, Australia.

10.2. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Western Australia.

11. Amendments

11.1. MLPC reserves the right to amend these Terms at any time. The most current version of the Terms will be available on our website or provided upon request.

12. Entire Agreement

12.1. These Terms, together with the quotation, constitute the entire agreement between you and MLPC concerning the provision of services and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.