

# SUPPLY OF GOODS AND SERVICES – PEST TREATMENT

## TERMS AND CONDITIONS

### 1. APPLICATION OF TERMS AND CONDITIONS

The Supplier agrees to sell and the Client agrees to purchase the Goods and/or Services from the Supplier on these Terms and Conditions.

### 2. ACCEPTANCE OF THESE TERMS AND CONDITIONS

2.1 Any of the following shall constitute acceptance of these terms and conditions:

- (a) Express acceptance by the Client of these terms and conditions;
- (b) confirmation of acceptance of the Fees;
- (c) confirmation of supply of the Goods and/or Services by the Supplier to the Client;
- (d) the Client's acceptance of the Goods and/or Services provided by the Supplier, which includes access via any electronic or online portal.

### 3. TERM

This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with this Agreement.

### 4. FEES AND PAYMENT

4.1 The Client agrees to pay the Fees in the manner and at the times as are indicated in the Service Proposal.

4.2 GST and other taxes and duties that may be applicable are not included in the Fees and will be added to the Tax Invoice.

4.3 Payment of Fees for Goods and/or Services must be made upon invoice at the commencement of the services or receipt of the Goods, whichever occurs first.

4.4 The Supplier reserves the right to withhold delivery of the Goods or to delay the performance of Services in the event the Client has not made full payment or payment is overdue.

4.5 The Client is liable to the Supplier for any expenses (including costs for partial completion of services) incurred by the Supplier because of any cancelled order.

4.6 Any variation to an order for Goods and/or Services must be agreed in writing and the Supplier will advise the Client of any corresponding variation in the Fees. Unless the Client objects in writing to any variation in the Fees within seven (7) days of receipt, the Client is deemed to have accepted the varied Fees.

### 5. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

5.1 Any timeframe included for delivery of the Goods and Services are estimates only and are not binding on the Supplier. The Supplier will notify the Client if the Supplier becomes aware of any delay in delivery. The Supplier's failure to deliver up the Goods and perform the Services will not entitle either party to treat the Agreement as repudiated.

5.2 The Supplier will not be liable for any loss or damage to the Client resulting from late delivery of the Goods or Services for any reason.

### 6. CLIENT'S WARRANTY

6.1 The Client warrants:

- (a) that it will comply with all applicable legislation and regulations in using the Goods and/or receiving the Services;
- (b) that it will arrange and provide free access to the property;
- (c) that it will provide 240v AC 10 Amps power supply within 30 metres of any areas to be drilled as part of the Services;
- (d) that it will provide information, instructions, approvals and take such actions as are necessary within a timely manner so as to allow the Supplier to perform the Services and provide the Goods as envisioned by this Agreement;
- (e) that all information provided to the Supplier by or on behalf of the Client for the performance of the Services or the supply of Goods by the Supplier will be accurate in all material respects and the Client has sufficient Intellectual Property Rights in that information as are necessary to allow the Supplier to use that information for the purposes of performing the Services; and
- (f) that all the Client's third party service providers who may be retained by the Client to provide information and/or related services to those provided by the Supplier are acting on the Client's behalf and at the Client's risk, will be adequately insured and have appropriate training and qualifications to provide their services and the Client will indemnify the Supplier against any Loss suffered by the Supplier in using or relying on services provided by the Client's third party service providers in providing the Goods and/or Services.

### 7. RISK & TITLE

7.1 Goods supplied by the Supplier to the Client will be at the Client's risk upon delivery to the Client.

7.2 Ownership of the Goods remains with the Supplier until all amounts owing by the Client to the Supplier (including Fees and other debts owing to the Supplier) have been paid in full.

### 8. CLIENT'S WAIVER

8.1 The Client warrants that it has not relied on any representation made by the Supplier in any form (including but not limited to the Supplier's leaflets, catalogues, brochures, website) which has not been stated expressly in these Terms and Conditions or upon any descriptions, illustrations or specifications or any documentation provided by the Supplier.

8.2 The Client acknowledges and agrees that, to the extent the Supplier has made any representation which is not otherwise expressly stated in these Terms and

Conditions, the Agreement or in any other document, the Client has been provided with an opportunity to independently verify the accuracy of that representation.

- 8.3 The Client waives any right to rescind, terminate or cancel the Agreement with the Supplier or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Supplier and the Client acknowledges that it is relying on its own skills and judgement when acquiring the Goods and Services.

## 9. SUPPLIER'S WARRANTY

9.1 The Supplier warrants:

- (a) it will perform the Services with a high standard of care and diligence and in accordance with all applicable laws (including, if applicable, section 60 of the Australian Consumer Law), regulations, codes of practice, national standards and applicable ethics and other regulatory approvals;
- (b) it has the necessary skills, experience, qualifications, resources, capacity and know-how to supply the Services in accordance with this agreement;
- (c) all Goods provided will be of merchantable quality and fit for any purpose expressly specified by the Client.

9.2 Any other condition or warranty which would otherwise be implied in the Agreement is hereby excluded to the fullest extent permitted by law.

9.3 Where legislation implies in the Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in the Agreement.

9.4 The liability of the Supplier for any breach of any condition or warranty expressly or impliedly contained in this clause 9 will be limited, at the option of the Supplier, to one or more of the following:

- (a) if the breach relates to Goods:
  - (i) the replacement of the Goods or the Supply of equivalent Goods;
  - (ii) the repair of such Goods;
  - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
  - (iv) the payment of the cost of having the Goods repaired; and
- (b) if the breach relates to Services:
  - (i) the Supply of the Services again; or
  - (ii) the payment of the cost of having the Services supplied again.

9.5 The Client must inspect the Goods and/or Services on delivery and must within forty-eight (48) hours of delivery (time being of the essence) notify in writing the Supplier of any alleged defect, damage in the Goods and/or Services or failure to comply with the description or quotation. If the Client fails to give a written notice of the alleged defects, the Goods and/or Services will be presumed to be free from any defect or damage and to otherwise have been properly performed and the Supplier is not liable to replace or repair the Goods or to perform the Services again.

## 10. EXCLUSION OF LIABILITY

10.1 The Client agrees that the Supplier or its affiliates, agents and sub-contractors and each of their partners, principals, members, employees and other Personnel will not be liable to the Client for any actions, claims, or Loss in any way arising out of or relating to the Goods and/or Services for an amount greater than the Fees paid by the Client to the Supplier under this Agreement.

10.2 In no event will the Supplier or its affiliates, agents or sub-contractors or any of their partners, principals, members, employees or other Personnel be liable for special, incidental, indirect, consequential or punitive damages, costs expenses or losses of any kind, lost profits, lost revenue, loss of management time, opportunity costs, failure to realise anticipated savings, or lost or incorrect data.

10.3 This clause 10 will apply regardless of the form of action, damage, claim, liability, cost, expense or loss whether in contract, statute or tort (including without limitation to negligence) or otherwise. To the extent that this clause refers to persons other than the Supplier, the Supplier holds the benefit of this clause on trust for them.

## 11. AUSTRALIAN CONSUMER LAW

Nothing in the Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by the Australian Consumer Law.

## 12. GST

12.1 Fees are exclusive of GST unless otherwise indicated.

12.2 If any supply under this Agreement is a Taxable Supply, then the Party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Invoice.

## 13. INTELLECTUAL PROPERTY

13.1 The Client expressly agrees and acknowledges that:

- (a) any Intellectual Property in the Supplier's Goods and/or Services (whether unregistered, registered or registrable) is and shall remain the property of the Supplier; and
- (b) nothing in the Agreement is intended to provide the Client with any interest in the Intellectual Property in the Supplier's Goods and/or Services, save that The Client may use the Goods and/or Services provided by the Supplier for the purposes for which they have been created and supplied.

## 14. CLIENT'S INDEMNITY

The Client continually indemnifies the Supplier, the Supplier's affiliates, agents or subcontractors, against any claim or proceeding that is made, threatened or commenced, and against any liability, Loss, damage or expense (including legal costs on a full indemnity basis) any of them incurs or suffers, as a direct or indirect result of any of the following:

- (a) a breach of this agreement including any warranty;
- (b) a wilful, unlawful or negligent act or omission by the Client or an officer, employee, agent or subcontractor of the Client; or

- (c) damage to or loss of any of the Supplier's property.

## 15. DEFAULT AND CONSEQUENCES

- 15.1 Neither Party shall take any action (including legal action) against the other for a default of the Agreement without giving the defaulting Party written notice specifying the default and providing seven (7) days (or such other time period as the parties may reasonably agree) to rectify such.
- 15.2 Interest on overdue payments of any invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of twelve percent (12%) per annum and such interest shall compound monthly at such a rate after as well as before any judgement.
- 15.3 If the Client defaults in payment of any invoice when due, the Client will indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs (on a solicitor and own client basis) and the Supplier's debt recovery costs.
- 15.4 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the Supply of Goods and/or Services to the Client and any of its other obligations under these Terms and Conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 15.5 Without prejudice to the Supplier's other remedies at law the Supplier is entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
  - (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to meet its payments as they fall due; or
  - (b) the Client is the subject of an Insolvency Event.
  - (c) The Client fails to provide to the Supplier such instructions, information or approvals as are required to provide and complete the Goods and Services, which failure occurs for more than twenty one (21) days.

## 16. CONFIDENTIALITY

The Client shall keep the Supplier's Confidential Information confidential at all times.

## 17. TERMINATION

- 17.1 Either Party may terminate this Agreement by giving the other Party not less than one (1) months' written notice.
- 17.2 The Supplier may terminate this Agreement immediately by written notice to the Client if the Client:
  - (a) through its conduct, brings the Supplier into disrepute;
  - (b) breaches this Agreement and does not remedy the breach within fourteen (14) days of receipt of written notice from the Supplier specifying the breach; or
  - (c) is the subject of an Insolvency Event.
- 17.3 The Client may terminate this Agreement immediately by written notice to the Supplier if the Supplier:

- (a) breaches this Agreement and does not remedy the breach within fourteen (14) days of receipt of written notice from the Client specifying the breach; or
- (b) is the subject of an Insolvency Event.

- 17.4 Nothing in this clause 17 limits the Supplier's rights to receive its Fees for all Goods and/or Services provided by the Supplier to the Client up to the date of such termination. Should termination occur due to the Client's default and the Supplier be mid-way through a phase of performance of the Services, the Supplier may raise an invoice for that part of the phase which has been completed, based on the Supplier's hourly rate as identified in the Service Proposal.

## 18. FORCE MAJEURE

If the Supplier is delayed, hindered, or otherwise prevented from complying with its obligations under this Agreement by reason of events or circumstances beyond the reasonable control of the Supplier including by reason of a Force Majeure Event, or any other circumstances affecting the Supply of Goods and/or Services (or both), the Supplier is not liable to the Client for any loss or damage which is or may be suffered by the Client whether as a direct or indirect result of any such events or circumstances.

## 19. SPECIAL CONDITIONS

- 19.1 The "7 Day Service Guarantee" is conditional upon:
    - (a) the Client providing the Supplier with all necessary information for the Supplier to assess the Service requirements and to the Supplier's express written acceptance of the Client's request for Services.
    - (b) Where the Supplier attempts to re-schedule Services (which rescheduled date is still within the initial 7 day period) but the Client is not able to accommodate the Supplier's new date, the 7 Day Service Guarantee shall no longer apply.
- If the Supplier provides express written acceptance of the Client's request for services and cannot provide those services within the 7 day period (for reasons which are solely attributable to the Supplier), the Supplier will provide only those Services expressly accepted free of charge.
- 19.2 The "Pest Eradication Guaranteed or your Money Back" is conditional upon:
    - (a) the Client providing the Supplier with all necessary information for the Supplier to assess the Service requirements and to the Supplier's express written acceptance of the Client's request for Services, and is limited to the pest(s) included in the Supplier's confirmation of Services.
    - (b) the Client complying with the Supplier's directions as to receipt of the Services and in order to maximise their efficacy.
    - (c) the Client providing the Supplier with adequate opportunity to revisit the site and to re-supply the Services should the Supplier wish to do so, to eradicate the pest.

- 19.3 If the Supplier is unable to eradicate the pests the subject of the Services (for reasons which are solely attributable to the Supplier) then the Supplier will refund the price for the performance of the Services. The receipt of that refund shall be the Client's sole remedy for any breach of the terms of this Agreement.

- 19.4 The Parties agree that they will also be bound by any Special Conditions set out in the Service Proposal.
- 19.5 In the event of any conflict in the interpretation of the Special Conditions and any part of this Agreement, the provisions of clause 20.4 apply.
- 19.6 If the Client, having scheduled an appointment for the provision of Services with the Supplier, requests the Supplier cancel or re-schedule that appointment, the Supplier may invoice the Client for a cancellation fee, and the Client shall be required to pay the cancellation fee as follows:
- (a) where the appointment is cancelled or rescheduled with more than 14 days' notice: no cancellation or rescheduling fee will be charged;
  - (b) where the appointment is cancelled or rescheduled with less than 14 days' notice, but more than 7 days' notice: 25% of the fee quoted for the Services;
  - (c) where the appointment is cancelled or rescheduled with 7 days' notice or less: 50% of the fee quoted for the Services;

**Further conditions concerning Subterranean Termite Treatment**

- 19.7 If during the course of the provision of Services it is found that structural or environmental conditions prevent Supplier performing parts of the Services, then the agreed Services may be reviewed (including the applicable cost) at the Supplier's discretion. In this case, the Pest Eradication Guarantee in respect of those Services not provided will be excluded.
- 19.8 Where drilling and/or cutting is required through brick, concrete, timber or other surfaces, the Supplier accepts no liability for damage to concealed services such as power, gas, water, etc. Client should provide clear and accurate plans before commencement and will indemnify Supplier against any costs or Losses that may arise if plans are not provided.
- 19.9 Client acknowledges that Services only apply to the treatment and application / installation of a termite management system to the structure(s) as detailed in Supplier's proposal. Services protect against attack by subterranean termites but does not protect against any other pest/s. In particular, Services do include protection against "drywood termites", FAMILY: KALOTERMITIDAE
- 19.10 Supplier accepts no responsibility for any timber damage that may occur as the result of past, current or future termite activity.
- 19.11 Client acknowledges that termite control agents are designed to be biodegradable and the life of the chemical treated zone(s) is therefore limited by environmental factors. The treated zone will need to be renewed when the life expectancy (related to decreasing strength of chemical over time and due to environmental factors) is considered to have diminished and may no longer provide the expected level of protection. Client acknowledges that it is the Client's responsibility to have regular, competent inspections by a licensed pest management firm (at least annually), and to apply retreatments, as determined by those inspections
- 19.12 Client accepts that termite treatment Services can be rendered ineffective by building alterations, renovations, additions (including pergolas, awnings, verandas, etc), introducing conducive materials, disturbing external gardens, pathways, etc adjacent to the areas protected

and through establishing lawns &/or garden beds adjacent to the protected areas. Such modifications to the property are likely to breach the termite management system installed. Where such changes occur; Client must contact Supplier for further treatment advice and must be careful and take precautions to ensure that Client does not in any way damage the soil barrier and/or treated zone

- 19.13 Client acknowledges that termite treatment Services may be less effective unless the edge of any ground floor concrete slab remains exposed and is not covered up by garden materials e.g. soil, pine bark or similar. Client must also ensure that air vents or weep holes are never blocked. Client must not use untreated timbers for garden beds or retaining walls, as they may attract termites. Supplier will not accept liability or responsibility for termite entry to treated areas resulting from Client's failure to comply with the requirements of these conditions, or from poor building design, or where the construction does not comply with AS 3660.1-2014 and the Building Code of Australia. Examples of such situations include, but are not limited to, cracking of concrete slabs, inadequate waterproofing, covering weep holes, inadequate termite protection to service entry points through concrete slabs, and the failure to fully remove formwork timbers. Such faults may not be visible and as a result are not noted as limitations to the treatment. Client acknowledges that it is not always fully possible to protect a structure from termite attack without major structural alterations.

**20. GENERAL**

- 20.1 This Agreement, the Special Conditions, the Service Proposal, any other schedules or annexures, and any documents referred to here, together with these Terms and Conditions, contain the whole of the Agreement between the parties and no understanding, arrangement or provision not expressly set forth in this Agreement or these Terms and Conditions is binding upon the parties.
- 20.2 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.3 These Terms and Conditions and any Agreement to which they apply shall be governed by the laws of Western Australia and the Parties unconditionally submit to the jurisdiction of the courts of Western Australia.
- 20.4 The documents comprising the Agreement will be read in the following order of precedence:
- (a) the Special Conditions (if any);
  - (b) the Service Proposal;
  - (c) these Terms and Conditions; and
  - (d) any schedules, annexures or other attachments.
- 20.5 Where any conflict occurs between the provisions contained in these Terms and Conditions, such provisions will be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions will be severed from these Terms and Conditions without otherwise diminishing the enforceability of the remaining provisions of these Terms and Conditions.
- 20.6 In the event of any breach of the Agreement or any of these Terms and Conditions by the Supplier the remedies

- of the Client shall be limited to damages which under no circumstances shall exceed the Fees.
- 20.7 The Client shall not be entitled to set off against or deduct from the Fees any sums owed or claimed to be owed to the Client by the Supplier.
- 20.8 The Supplier may by notice in writing to the Client reduce any Fees or other charges or costs payable to the Supplier under this Agreement by any fee, credit, rebate or other amount which is payable to the Supplier under or in connection with this Agreement.
- 20.9 Nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise between the parties.
- 20.10 The Supplier may license or sub-contract all or any part of its rights and obligations (including supplying of the Goods and/or Services) without the Client's consent.
- 20.11 The Supplier reserves the right to review these Terms and Conditions at any time. If, following any such review, there is to be any change to these Terms and Conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change.
- 20.12 The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 20.13 The Agreement and/or the Terms and Conditions are binding and can only be amended with the written consent of both Parties.
- 20.14 The Client acknowledges the Supplier does not make under this Agreement or these General Terms and Conditions or outside thereof any representations or warranties regarding goods and services or any matter (including but not limited to descriptions, illustrations and performance contained in any of the Supplier's catalogues, price lists or any other advertising or marketing materials) which is or might be relevant to the Client buying or selling goods and services other than the representations or warranties expressed here.

## 21. DEFINITIONS AND INTERPRETATION

### 21.1 Definitions

In this Agreement, the following definitions have the corresponding meanings unless the contrary intention appears:

- (a) **Agreement** has the meaning given in clause 20.1.
- (b) **Australian Consumer Law** means the *Australian Consumer Law (Competition and Consumer Act 2010 (Cth))* as enacted and incorporated by each applicable Australian State and Territory.
- (c) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Perth, Western Australia.
- (d) **Commencement Date** means:
- (i) the date specified as the Order Date in the Service Proposal; or
  - (ii) if no such date is specified, the date on which this Agreement is executed by the Parties, or the date the last Party executed this Agreement if the Parties did not execute this Agreement on the same date.
- (e) **Confidential Information** in relation to a Party means information of a confidential nature including but not limited to information about its business, operations, strategy, administration, technology, affairs, Clients, clients, employees, contractors or Suppliers, but does not include any information which is in the public domain other than through a breach of confidence.
- (f) **Corporations Act** means the *Corporations Act 2001 (Cth)*.
- (g) **Client** means the entity named as such in the Service Proposal, including its successors and assigns or any person acting on behalf of and with its authority.
- (h) **Fees** means the price of the various amounts payable by the Client under this Agreement for the Services and/or the Goods, specified and calculated in accordance with the Service Proposal and this Agreement.
- (i) **Force Majeure Event** means an event which is beyond the reasonable control of a Party and includes but is not limited to the following types of events:
- (i) an act of God;
  - (ii) war or other state of armed hostilities, insurrection, riot, civil commotion, act of public enemies, acts of terrorism, national emergency (whether in fact or in law) or martial law;
  - (iii) natural catastrophes, fire, earthquake, lightning or explosions;
  - (iv) pandemic, epidemic or quarantine;
  - (v) strikes, lock outs, slowdowns, stoppages and restraints of labour;
  - (vi) lawful restraints;
  - (vii) changes in laws or regulations; and
  - (viii) action or inaction by, or orders, judgments, rulings, decisions or enforcement actions of, any government, governmental authority or court of competent jurisdiction whether local, State or Federal (including denial, refusal or failure to grant any permit, authorisation, licence, approval or acknowledgment despite timely endeavours to obtain same),
- but does not include:
- (ix) financial distress nor the inability of either Party to make a profit or avoid a financial loss;
  - (x) changes in market prices or conditions; or
  - (xi) a Party's financial inability to perform its obligations under this Agreement.
- (j) **Goods** mean goods or products supplied by the Supplier to the Client (and where the context so permits shall include any supply of Services, including without limitation the provision of designs, drawings and building plans) as described in the Service Proposal.
- (k) **GST** means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.
- (l) **GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- (m) **Insolvency Event** means, in respect of a Party, any one or more of the following events or circumstances:
- (i) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
  - (ii) having a Controller or analogous person appointed to it or any of its property;
  - (iii) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the Corporations Act or any other law;
  - (iv) seeking protection from its creditors under any law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors; or
  - (v) any analogous event or circumstance to those described in clauses 21.1(m)(i) to 21.1(m)(iv) under any law.
- (n) **Intellectual Property** includes but is not limited to all trademarks, patents, copyright, designs, marks, processes, know-how, methodology, concepts, models, specifications, statements, formulae, trade secrets, manner of new manufacture, drawings, artwork and data or other like property or rights owned or held by the Supplier.
- (o) **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity anywhere in the world in or in relation to copyright, trademarks, designs, patents, methodology, concepts, models, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.
- (p) **Loss** means:
- (i) loss, including but not limited to direct loss, consequential loss, special loss, loss of anticipated profits and/or loss of business opportunity;
  - (ii) liability;
  - (iii) damage including but not limited to any damages or compensation and/or any damage to reputation; and/or
  - (iv) cost or expense including legal costs on a full indemnity basis.
- (q) **Service Proposal** means the Service Proposal provided by the Supplier and agreed to by the Client.
- (r) **Party** means a party to the Agreement including but not limited to the Supplier and the Client.
- (s) **Personnel** means a Party's officers, employees, secondees, agents, consultants, contractors and subcontractors.
- (t) **Services** means the provision of the Supplier's:
- (i) services to undertake the contracted activities and works; and
  - (ii) any related Goods (and where the context so permits shall include any Supply of Goods) supplied by the Supplier,
- as all described in the Service Proposal and includes any variations authorised under this Agreement.
- (u) **Special Conditions** mean the special conditions (if any) to this Agreement as shown in the Service Proposal and/or referred to in clause 19.
- (v) **Supplier** means Economy Pest Management Pty Ltd (ACN 673 802 732) including its successors and assigns or any person acting on behalf of and with its authority.
- (w) **Supply** means supply of the Goods and/or Services by the Supplier.
- (x) **Invoice** has the meaning given in the GST Law and includes all taxation invoices for Goods and/or Services (whether interim or final) supplied by the Supplier to the Client.
- (y) **Taxable Supply** has the meaning given in the GST Law.
- (z) **Term** means the period commencing on the Commencement Date and ending on:
- (i) any expiry date of the term specified on the Service Proposal; or
  - (ii) if no term is specified on the Service Proposal, the date on which both parties complete all of their obligations under this Agreement,
- as may be extended by the Parties' mutual written agreement.
- (aa) **Terms and Conditions** means these Terms and Conditions of Supply of Goods and Services pursuant to the Agreement.

## 21.2 Interpretation

In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) Headings are for convenience only and do not affect the interpretation of this Agreement.
- (b) The singular includes the plural and vice versa.
- (c) Words that are gender neutral or gender specific include each gender.
- (d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) A reference to:
  - (i) "includes" means without limitation
  - (ii) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (iii) a party includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement;

- (vi) any Act of Parliament includes any amendments or re-enactments of the same or any Regulations made under that Act; and
  - (vii) a monetary amount is to Australian dollars (\$AUD).
- (f) An agreement on the part of two or more persons binds them jointly and severally.
- (g) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.
- (h) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.