

Terms and Conditions

1. Definitions

"The Pest Man" shall mean PestMan Limited or any associated division, company, employee, or agent.

"Amount owing" shall mean the price of the service plus all costs, expenses and penalties for which the customer is liable.

"Service" means all goods and services supplied by The Pest Man to the customer

"Service Contract" shall mean any agreement, whether written or verbal between The Pest Man and the customer, for the provision of services.

"The Customer" shall mean the purchaser of any Goods or Service from The Pest Man.

2. Acceptance and General

2.1 These terms apply to all Services that The Pest Man provides to the customer at any time, whether now or in the future. These terms always apply except when The Pest Man has expressly notified the customer otherwise in writing.

2.2 Any instructions or order received by The Pest Man from the customer shall constitute acceptance of these terms.

2.3 These terms

(a) may be amended by The Pest Man from time to time;

(b) express the entire understanding and agreement between the customer and The Pest Man;

(c) shall prevail in the event of any conflict between these terms and the provision of any document used by the customer or any other agreement with The Pest Man; and

(d) can only be varied by express acceptance in writing.

2.4 Where more than one customer has entered into this agreement, the customer shall be jointly and severally liable for all payments of the amount owing.

2.5 The customer agrees that treatment and safety information has been made available to them at www.thepestman.co.nz/faq and that acceptance of services shall mean the customer has read the treatment and safety information.

3. Payment Terms

3.1 All accounts shall be payable on the day the work is carried out by The Pest Man and in accordance with the agreed credit terms elected by The Pest Man.

3.2 The customer agrees to pay all invoices on receipt; OR

3.3 The customer agrees to pay by the 20th of the month following completion of work where The Pest Man has entered into a credit arrangement with the customer upon successful application by the customer for credit.

3.4 Payment of the amount owing shall be free of any counterclaim, set-off, deduction or any other claim whatsoever.

3.5 If the customer does not pay the Account owing on time The Pest Man may, at the sole discretion of The Pest Man:

(a) suspend or restrict the customer's use of the Services;

- (b) terminate Services;
- (c) refer the customer's account to our debt collection agency; and/or
- (d) charge the customer a Late Payment Fee of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (whichever amount is greater) ("Late Payment Fee") of any outstanding account that remains unpaid on the 20th of the month following completion of work; and,
- (e) charge the customer default interest at the Default Rate (5% per month) on the amount outstanding until the actual date of actual payment of all amounts owing (including default interest and Finance Fee).

3.6 The customer shall be liable for ALL costs incurred by The Pest Man in recovering the amount owing including debt collection agency commissions, fees and/or other charges, and legal costs.

4. Cancellations

4.1 The customer agrees to pay a cancellation fee equal to 100% of the full service fee if, for any reason:

- (a) The customer cancels the customer's service with less than 24 hours' notice; or
- (b) The Pest Man arrives on the scheduled day but is asked to "come back later"; or
- (c) There is a lock or other access required for which The Pest Man was not informed of or does not have a key;
- (d) The alarm is set and The Pest Man does not have instructions to disarm; or
- (e) The lock has changed or is malfunctioning; or
- (f) The presence of guests or workers prevents The Pest Man from carrying out its work; or
- (g) The customer (or customer's agent) is not at the property as arranged and The Pest Man has no key to the property.

5. Warranties

5.1 The Pest Man warrants that it will provide all Services with the care and skill that can be expected from a pest control company.

5.2 The Pest Man warrants that any defective service will be assessed and remedied by The Pest Man provided that any such defect is notified to The Pest Man within 24 hours of service delivery or within any other period expressly notified by The Pest Man.

5.3 The customer cannot claim a warranty service if the customer account is overdue. The Pest Man reserves the right to withhold or refuse any warranty on services until the customer pays the arrears.

5.4 The customer cannot claim a warranty service where maintenance recommendations made to the customer have not been carried out.

6. Liability

6.1 Whilst all care will be taken, The Pest Man will not be liable to the customer, or any third party, for any:

- (a) loss or damage to any property or its contents from any cause,
- (b) breach of security;
- (c) loss of profit; and
- (d) incidental damage.

6.2 The limitations and exclusions of liability in this clause 6 shall apply however liability

arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.

7. Cessation of Services

7.1 Either party may suspend or terminate regular programmed Services at any time unless a service contract is in place in which case the terms of the service contract shall take precedence.

7.2 All Accounts owed by the customer to The Pest Man must be paid within 14 days of termination of Services in accordance with clause 3 Payment Terms.

8. Privacy

8.1 It is agreed that information about the customer may be kept by electronic or manual storage medium. The customer has express rights at any reasonable time to be given access to any information about the customer that is stored by the company.

9. Title

9.1 Any item such as bait stations used by The Pest Man shall remain the sole property of The Pest Man unless otherwise expressly agreed.

10. General

10.1 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.

10.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

10.4 In the event of any breach of this contract by The Pest Man the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Amount Owing.

10.5 The Customer shall not be entitled to set off against, or deduct from the Amount Owing, any sums owed or claimed to be owed to the Customer by The Pest Man nor to withhold payment of any invoice because part of that invoice is in dispute.

10.6 The Pest Man may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

10.7 The Pest Man 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 Pest Man notifies the Customer of such change.

10.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

10.9 The failure by The Pest Man to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect The Pest Man's right to subsequently enforce that provision.