ENVIRO PEST CONTROL
Protecting your Environment from Pests

Terms and Conditions

EPC - Enviro Pest Control Pty Ltd ABN 38618781276 agrees to supply a Commercial Integrated Pest Management Program to the specified areas of the premises of the Service address for the pests stated in this agreement in accordance with these terms and conditions. Additional areas or pests will be subject to a separate survey and proposal.
EPC agrees to carry out the Services for the Client ("you") at the Service Address during the agreed term. In consideration of the Services performed or to be performed by EPC, the Client shall promptly pay EPC the Service Charges within the period specified in the Clients Invoice.
The customers' acceptance of these terms may be confirmed either by signing this agreement, confirming its acceptance by email, or allowing EPC to perform the service.
This agreement covers the scheduled service frequency of inspection and provide treatments where necessary to the premises of the Service Address for the control of the specified pests. EPC will provide recommendations for achieving effective pest control. Additional visits required to control pests beyond the scheduled visits will incur additional charges.
This agreement will operate for an initial minimum term of two (2) years commencing on the date of this agreement unless otherwise agreed. This agreement will automatically be extended, if not terminated or varied and will operate until such time as it is terminated by either party giving at least two (2) calendar months written notice of termination. No termination can take effect before the last day of the initial minimum term. The customer acknowledges that any failure to provide this notice will result in the customer being liable for the amounts equal to the fees for the two (2) months period.
The Client and EPC further agree that:

1.The Client will accept Service and make the Service Address available for said Service. If the Client does not provide the Service Address in the condition that the EPC reasonably requires (and within the time period) to perform the Services, then any additional costs and expenses which are reasonably incurred by the EPC will be paid by the Client.
2. EPC will carry out said Services for the Service Addresses common areas. EPC shall examine the Service Address carefully and locate areas of critical pest activity and advise on action required. EPC will deliver the service in a competent and professional manner taking into account these terms. The ongoing effectiveness of the pest control service provided depends on the customer implementing EPC's recommended hygiene, housekeeping, stacking, and property maintenance procedures. You accept that this pest management program can be rendered ineffective if you fail to implement our recommended hygiene housekeeping, stacking, and property maintenance procedures. The customer acknowledges that pest treatment may also be rendered ineffective by disturbing treated areas, building alterations, renovations, and introducing untreated or infested materials to the property that encourage pest activity.
3. EPC's technicians will provide a service report for each visit and provide advice and recommendations to the customer to control and minimise pests and their habitat these may cover hygiene housekeeping stacking storage and maintenance EPC may elect to terminate this agreement if a customer fails to implement recommendations necessary to eliminate factors or conditions contributing to pests and the reinfestation by pests. The customer must comply with all advice and instructions provided by EPC to the customer including any relating to pesticides and equipment usage and the health and safety of persons using the premises during and following the completion of any service.
4. Any reports provided by EPC in relation to the service are provided solely for the benefit of the customer named in the report neither this agreement nor any report may be assigned by the customer to another person or relied upon by any other person without the prior written approval of EPC that may be given conditionally or withheld.
5. EPC invoices are payable when it is delivered to you. Delivery is deemed to have occurred on the day our bill is emailed to the contact address you have provided to us.
6. If the bill remains unpaid thirty (30) days after you the invoice is received; we may charge you interest at the rate 4% above the Reserve Bank Cash Target Rate. EPC reserves the right remove all equipment installed at the Service Address should a bill be unpaid for thirty (30) days after you receive an invoice. You will otherwise compensate EPC for any damage it suffers due to your breach of this agreement.
7. In the event legal action or collection agencies are engaged to retrieve outstanding debts, any legal fees and collection agency commissions incurred will be at the cost of the Client in additional to the outstanding invoice amount.
8. EPC shall thoroughly treat areas of infestation or threatened infestation of the Service Address. All pest inspections undertaken as part of the service will be based upon a visual inspection only limited to those areas and sections of the premises fully accessible and visible to the technician at the time and on the day of the inspection, Furniture, equipment, fittings and stock may conceal evidence of some pests that can only be revealed when these items are removed. The service will cover only those pests stated in this agreement all other pests are excluded unless agreed by EPC in writing.
9. In the event of an infestation within the Service period, EPC shall render additional Services as necessary to the Service Address at an additional Service Charge to the Client, all work other than those listed in the service agreement will be billed at the agreed quoted price. Condition one (1) shall apply for any additional Services.
10. EPC shall undertake to minimize the negative impact of the Services on the Service Address.
11. The Client acknowledges that the installation of bait stations will require drilling holes and/or applying glue or other adhesives to buildings and/or other structures at the Service Address. The Client accepts that the installation and/or removal of bait stations may cause damage to or leave residue on buildings and other structures at the Service Address and the Client releases EPC from any claim or liability in relation to the repair or cleaning of buildings and other structures at the Service Address including on the removal of any bait station. The Client will be charged additional fees for the replacement of any missing bait stations previously installed and any additional rodent bait stations required outside the quoted number of rodent bait stations supplied.
12. EPC shall endeavour to maintain Occupational Health & Safety whilst on the Service Address at all times.
13. EPC reserves the right to regularly review and adjust the fee to reflect cost changes experienced in materials/services covered by this agreement. EPC – Enviro Pest Control reserves the right to apply a reasonable fuel surcharge in response to fluctuations in fuel costs. This will be reviewed periodically and applied where necessary to maintain service delivery standards.
14. On termination of this agreement, however so that arises, EPC may remove all of its equipment in customers possession or control and for the purpose may enter the premises and remove the equipment. EPC shall use all reasonable care in removing the equipment but shall not be responsible for restoring that part of the premises to the original state. If EPC is unable to remove the equipment the customer shall be liable for the replacement value of the equipment that has not been recovered.
15. EPC will not be held liable should staining of timbers, fabrics, wall coverings, floor coverings or and other articles occur.

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16. Where drilling and or cutting is required no liability is accepted should damage result to concealed services such as power, gas, water, etc. You indemnify EPC against any cost that may arise from such possible damages. Clear and accurate plans should be provided by you before we commence.
17. Should the treatment require isolation of a fire alarm; it is the client's responsibility to arrange for the isolation of said fire alarm and to ensure the isolation has been completed prior to any treatment commencing. You indemnify EPC of any costs related to any false fire alarms caused during treatment.
18. EPC may increase their price to coincide with current market rate rises.
19. EPC may alter these terms at any time during the agreement period, in which written notice will be provided.
20. The Client warrants that it or its landlord holds building insurance for the Service Address and it indemnifies EPC for any loss, damage, liability, injury to EPC, its employees and third parties caused by the negligence or other action of the Client.
21. EPC warrants that it has taken out insurance required by law including:
(a) worker's compensation insurance as prescribed by law for EPC's Personnel; and
(b) public liability insurance for a minimum of an amount to be agreed for each occurrence.
22. EPC may engage or employ any person sub-contractor or agent to provide any of the services under this agreement.
23. The customer may not assign its rights under this agreement without the prior approval of EPC.
24. Each indemnity in this agreement is a continuing obligation separate and independent from the other obligations of the party giving the indemnity and survives termination or expiry of this agreement.