

Special Terms: PestConnect Services

DEFINITIONS

Control Panel:	the device to which the PestConnect Device transmits activity data.
PestConnect Device:	a sensing device to allow remote monitoring of pest activity.
PestConnect Equipment:	the Control Panel and / or PestConnect Device provided to Customer under this agreement, as applicable. The PestConnect Equipment is Rental Equipment owned by RI.
PestConnect Services:	the PestConnect services RI has agreed to provide to Customer at the Premises as specifically set out in the Contract Documents and as may be amended by the parties in writing.
PestConnect Services Commencement Date:	The date on which Customer accepts the Quote by signature or other means.
Replacement Value:	the full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

1. PESTCONNECT SERVICES

- 1.1 RI will provide the PestConnect Services including the PestConnect Equipment in accordance with these Special Terms that form part of the Agreement. In the event of conflict, these Special Terms and Conditions shall prevail.
- 1.2 The use of PestConnect Services does not guarantee pest free conditions at the Premises.
- 1.3 The Minimum Term for the provision of PestConnect Services is three years from the PestConnect Services Commencement Date.

2. CUSTOMER OBLIGATIONS

- 2.1 Customer will:
 - (a) provide a continuous and dedicated electrical supply to the Control Panel;
 - (b) ensure that the transmissions between the PestConnect Equipment are not affected by anything sited adjacent to or in front of any of the PestConnect Equipment; and
 - (c) ensure that the PestConnect Equipment is not moved, interfered with, opened or disassembled, other than by an RI employee or following receipt of RI's written consent.
- 2.2 Customer will pay RI at the then current standard hourly rate for:
 - (a) any attendance at the Premises to address a malfunction of any of the PestConnect Equipment where such malfunction is attributable to an interruption to the electrical supply to the PestConnect Equipment or to the siting of any apparatus or construction adjacent to the PestConnect Equipment adversely affecting the successful transmission of data between the PestConnect Device and the Control Panel; and
 - (b) any re-siting of any PestConnect Equipment due to any works being undertaken at the Premises.

3. RENTAL EQUIPMENT

- 3.1 As part of the Services, RI will repair any Rental Equipment so that it is kept in good working order provided that Customer has complied with all of its obligations under this Agreement, including Customer Obligations and payment terms.
- 3.2 Customer will pay RI at the then current standard hourly rate for any maintenance of, or repair to, the PestConnect Equipment to the extent due to acts or omissions not attributable to RI, including but not limited to:
 - (a) moisture ingress during operational cleaning of the Premises;
 - (b) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by Customer or on Customer's behalf; or
 - (c) vandalism.
- 3.3 Customer shall:
 - (a) be responsible for any damage to or loss of any Rental Equipment, except for damage that RI is obliged to repair as set out in paragraph 3.1 above;
 - (b) not sell the Rental Equipment or give it to anybody else for any reason;
 - (c) insure the Rental Equipment for its Replacement Value against all risk of loss or damage (other than damage occurring during its normal operation and/or use);
 - (d) insure against injury (including death) to any persons or for loss of or damage to property as a result of the any misuse of the Rental Equipment or Customer's negligence;
 - (e) immediately notify anyone claiming possession of the Rental Equipment that it belongs to us;
 - (f) comply with all statutory and safety requirements relating to the use of the Rental Equipment;
 - (g) notify us immediately if the Rental Equipment is damaged or lost;
 - (h) not remove any labels or signs indicating that the Rental Equipment belongs to us;
 - (i) permit RI at any reasonable time to enter any Premises where the Rental Equipment is sited so that RI may inspect it. Customer will also allow us access to any Premises on termination of this agreement where this is necessary for the removal of the Rental Equipment regardless of the reason for termination. If upon termination of this agreement, RI is unable for any reason to recover the Rental Equipment (unless this is due to our fault) Customer will pay RI upon receipt of our invoice the Replacement Value of the Rental Equipment which has not been recovered; and
 - (j) While RI will exercise reasonable care when removing Rental Equipment from Customer Premises RI does not accept any responsibility for restoring that part of the Premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.
- 3.4 RI shall be entitled to replace any Rental Equipment at any time when RI believes it is appropriate to do so. Any replacement Rental Equipment shall be of at least an equivalent standard to that which RI has removed.

4. TERMINATION

The termination provisions of the Agreement can be applied separately to these Special Terms and Conditions, so that the PestConnect Services can be terminated and the underlying Agreement remains effective.