Terms and Conditions

1. **Rentokil Initial Pty Ltd** (ABN 98 000 034 597) trading as Initial Hygiene ("**Initial**") agrees to provide the services as specified in the Schedule of Services. The services may be comprised of:
   (a) hygiene and/or disinfection services; and/or
   (b) first aid kits and services and/or automated external defibrillators; and/or
   (c) clinical and medical waste services; and/or
   (d) premium scenting and air purification (including Viruskiller);

   on a hire and maintenance basis (collectively "the **Services**"), including installation of the equipment ("**Equipment**") and provision of the consumables ("**Consumables**") necessary to perform the Services. The Services will be provided at the servicing address ("**Servicing Address**") at the frequency specified, and for the fees (excluding paper consumables) set out in, the Schedule of Services, for the term set out below, each as varied in accordance with these terms and conditions (hereafter referred to as the **Agreement**).
2. **Acceptance**: The Customer's acceptance of these terms and conditions may be confirmed either by signing this document by its representative, confirming its acceptance by email or allowing Initial to perform the Services.
3. **Term**: This Agreement will operate for an initial minimum term of twelve (12) months commencing on the date of this Agreement unless otherwise agreed ("**Initial Minimum Term**"). This Agreement will automatically be extended, if not terminated or varied by giving at least two (2) months' notice prior to the end date of the Initial Minimum Term or otherwise, 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 except in accordance with Clause 20. The Customer acknowledges that any failure to provide this notice will result in the Customer being liable for amounts equal to the fees for the two (2) months period. For the avoidance of doubt, should the Customer terminate at any time prior to the end of the Initial Minimum Term, the Customer will be liable for the balance of Fees owing up to the date of the end of the Initial Minimum Term.
4. **Fees:** Fees are payable by the Customer to Initial, monthly, quarterly, or annually in advance. Where an option to pay the fees monthly in advance has been agreed, the Customer must pay by direct debit. Fees payable under this Agreement exclude any amount in respect of GST which shall be payable in addition to the Fees upon Initial providing a tax invoice. Fees are based on the frequency of the Services to be provided allowing for set up costs (unless separately quoted), materials and equipment costs, service support and administration ("**Service Costs**"). If Initial agrees to accept a reduction or cancellation of any part of the Services, any variation to the Fees must take account of these Service Costs, so the Fees may not be varied pro rata to the change in the Services. Where Initial has not completed the required minimum number of Services during each 12-month term, the Customer will be entitled to a credit reasonably calculated on a pro rata basis after appropriate deductions in respect of the Service Costs, and also taking into account the number of non-routine visits such as callouts and follow up visits the Customer has received.
5. **Interest on overdue amounts & No Deductions**: Interest is payable by the Customer on overdue amounts payable to Initial from the end of the due date until the date on which the debt is paid at a rate of two per cent (2%) above the rate charged by Initial's bank on overdrafts for less than one hundred thousand dollars ($100,000.00). The Customer may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to Initial.
6. **Equipment:** The Equipment remains the property of Initial at all times, and will be held by the Customer as bailee for Initial. Risk of damage or loss to the Equipment passes to the Customer upon delivery, and until Initial retakes possession of the Equipment. The Customer is responsible for all reasonable costs of, and incidental to, the installation and removal of the Equipment. For clinical waste services, title in waste vests in Initial upon collection of the waste.
7. **Customer obligations:** The Customer must:
   (a) for the washroom hygiene and clinical waste services (where applicable), follow the instructions of Initial in relation to the use of the Equipment and any applicable laws and regulations;
   (b) for first aid kit services (where applicable), conduct its own risk assessment of its site. Initial will recommend the Equipment, Services and their frequency needed based on this assessment. The Customer is responsible for ensuring the Equipment, Services and their frequency meet the requirements under the First Aid Code of Practice. The Customer acknowledges that the supply of the Equipment and/or Services for first aid services does not constitute advice or contain any representations concerning their use and no advice is provided regarding training required in relation to the use of the first aid Equipment or Consumables;
   (c) for automated external defibrillators (where applicable), ensure that automated external defibrillators are used in accordance with the manufacturer's instructions given audibly when operating the machine. Training is recommended for first aid staff to give them greater confidence in its use;
   (d) for clinical waste (where applicable), ensure that:
      i. only waste which falls into categories that Initial has agreed to collect is deposited into the Equipment; and
      ii. all waste is deposited into the correct Equipment;
      iii. no radioactive, volatile, flammable, explosive, toxic or hazardous substances including asbestos or any other substance which Initial has not agreed to collect, is placed into the Equipment;
   (e) take care of the Equipment (and in this respect, as set out below, may maintain insurance for the Equipment) and Consumables, and be responsible for their use;
   (f) not attempt to move, alter, tamper with or modify the Equipment (including removing labels or signs indicating the Equipment belong to Initial) or request or permit any person other than Initial to do so;
   (g) not sell lease or part with possession or otherwise encumber the Equipment;
   (h) not continue to use the Equipment or Consumables after any defect becomes apparent;
   (i) immediately notify Initial if the Equipment or Consumables are damaged, defective or removed and notify anyone claiming possession of the Equipment that they belong to Initial;
   (j) for Viruskiller (where applicable), notify Initial when the light on the Equipment indicates that the UVC globe requires replacing. The Customer acknowledges supply of the Equipment or Services for Viruskiller does not constitute advice or contain any representations concerning their use and no advice is provided regarding training required in relation to the use of the Equipment.
8. **Replacement of Equipment:** Initial is entitled to replace any of the Equipment at any time at its sole discretion provided the replacement item is of an equivalent or better standard and upon replacement the replaced item is subject to the terms of this Agreement.
9. **Consumables**: Other than for clinical and medical waste services, the Customer agrees that only consumables supplied by Initial to the Customer may be used with or dispensed through the Equipment.
10. **Replenishment of Consumables for first aid kits**: Subject to the terms of this Agreement, the Fees cover the replenishment of Consumables used by the Customer. The Customer must inform Initial if any of the Consumables need to be replaced or refilled. Initial will fill orders as soon as possible, but will not be liable for any delay in supplying the Consumables or Services arising from

circumstances outside the reasonable control of Initial. The Customer will log all instances requiring use of the Consumables. The Consumables and Equipment must only be used for legitimate workplace injuries. Initial may access this log at any time to verify the use of the Consumables. Initial is entitled to charge the Customer for Consumables which have been lost, damaged, stolen or used in instances other than legitimate workplace injuries.

11. **Insurance:** Where requested by Initial, the Customer must maintain insurance with a reputable insurer for:
    (a) The Equipment for their full replacement value against any loss or damage; and
    (b) Liability for loss resulting from any kind or injury or death of any person in connection with the use of the Equipment and Consumables.

    The Customer must provide Initial with evidence of the insurance upon request.
12. **Pricing Review:** After the Initial Minimum Term, Initial may review and increase the fees by written notice to the Customer at least two (2) months in advance of the automatic extension of the Agreement where practicable. If the Customer does not accept the fee increase, the Customer may terminate this Agreement on two (2) months' notice.
13. **Access and Safety:** The Customer must ensure that Initial's staff and other authorised personnel (**Personnel**) have full and safe access (free of any health and safety hazards and risks, unless the Customer has notified Initial of such risks prior to accessing the Servicing Address) to the Servicing Address (including all facilities such as water and electricity that Initial may reasonably require to provide the Services) at any time during 4am – 5pm Monday to Friday (or at another time agreed with the Customer). The Customer must also provide Initial with all necessary instructions, documentation and co-operation required by Initial to provide the Services. Initial Personnel will comply with all reasonable security and safety instructions of the Customer while present at the Servicing Address.

    For washroom hygiene services, the Customer must comply with all advice and instructions provided by Initial to the Customer including any relating to the health and safety of persons using the premises at the Servicing Address during and following the completion of the Services.
14. **Service Confirmation**: The Customer acknowledges that any of the following constitute proof of satisfactory performance of the Services by Initial:
    (a) a customer service docket signed by the Customer;
    (b) an electronic record of the Customer's signature recorded by Initial on a portable electronic device; or
    (c) for services undertaken at a specific Customer site, an electronic scan record recorded by Initial when Initial Personnel scans the bar code located at the site.
15. **Indemnity for washroom hygiene, clinical waste or disinfection services:** to the extent permitted by law, the Customer will indemnify Initial and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which Initial may incur as a result of:
    (a) any person alleging loss or injury due to the Equipment not being used by the Customer or its staff or invitees in the manner recommended by Initial;
    (b) for any loss, liability, damage or injury arising from damaged or defective Equipment in the possession or control of the Customer which was not brought immediately to the attention of Initial by the Customer;
    (c) any willful or negligent act or omission of the Customer or any of its officers, employees, agents or contractors;
    (d) any breach or non-performance of this Agreement by the Customer;
    (e) the loss or damage to the Equipment;

    except to the extent any loss or damage is caused by Initial or its Personnel.
16. **Indemnity for first aid services:** to the extent permitted by law, the Customer will indemnify Initial and its Personnel against all actions, claims, proceedings or costs (including legal costs on a full indemnity basis) which Initial or its Personnel may incur as a result of:
    (a) any person alleging loss or injury due to the use of the Equipment or Consumables; and
    (b) any breach or non-performance of this Agreement by the Customer;
    (c) the loss or damage to the Equipment or Consumables;

    except to the extent any loss or damage is caused by Initial or its Personnel.
17. **Subcontractors**: Initial may engage or employ any person, sub-contractor or agent to provide any of the services under this Agreement and will be responsible for the performance of the delivery by that subcontractor of Initial's obligations under this Agreement.
18. **Force Majeure:** a party shall not be responsible for failure to meet any obligation (save for failure to make payment) if the failure results directly or indirectly from a cause beyond that party's control.
19. **Anti Bribery & Tax Evasion:** The parties agree that:
    (a) they will not (nor allow anyone acting on their behalf) to offer, give, request or accept any undue financial or other advantage of any kind in any way connected with entry into this Agreement;
    (b) they will each comply with all applicable laws related to tax evasion, bribery and corruption and policies in connection with this Agreement. Any failure to comply with this clause entitles the other party to terminate this Agreement upon notice to the other party,
    (c) they have and maintain, throughout the term of this Agreement, policies and procedures designed to ensure compliance with anti-corruption laws and will implement and enforce those policies and procedures where appropriate;
    (d) they promptly report to the other party any request or demand for any bribe or other unlawful payment received by the other party in connection with the performance of the Agreement;
    (e) they immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and
    (f) that they have the right to immediately suspend or terminate this Agreement upon written notice to the other party in the event the other party has engaged in conduct that violates anti-corruption and/or tax evasion laws or violates this clause of the Agreement.
20. **Termination**: Initial may suspend the Services on immediate notice to the Customer, and either party may terminate this Agreement on immediate notice to the other party if:
    (a) the other party is in breach of a material obligation and does not remedy that breach within seven (7) business days of notice from the party
    (b) the other party breaches any other provisions and fails to remedy that breach (if capable of remedy) within ten (10) business days of notice from the party or
    (c) the other party becomes insolvent or deemed insolvent, bankrupt, ceases or threatens to cease to carry on business, a receiver, manager, administrator or anything having a similar effect occurs in relation to the other party.

    It is agreed that non-payment, any modification or removal of any equipment without the approval of Initial, refusal to allow access to

the premises to be serviced and non-supply of the Plan or Service Plan by Initial (unless the non-supply is caused by the Customer or its Personnel) are material breaches of this Agreement.

21. **Removal of Equipment:** On termination of this Agreement, however that arises, Initial may remove all of the Equipment in the Customer's possession or control, and for that purpose may enter the Servicing Address and remove the Equipment. Initial 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 Initial is unable to remove the Equipment the Customer shall be liable for the replacement value of the Equipment that has not been recovered.
22. **Debt Collection:** The Customer indemnifies Initial for all expenses incurred in relation to the recovery of debts owed by the Customer.
23. **Privacy and Data Protection:** The Customer authorises Initial its Personnel or any related entities of Initial, subject to complying with the *Privacy Act 1988* and other privacy legislation as applicable, to use and disclose the personal information of the Customer for any purpose connected with this Agreement or otherwise in accordance with the Rentokil Initial Privacy Policy which can be accessed at: https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx (**Privacy Policy**) .Initial shall process personal data concerning employees and representatives of the Customer as a data controller and in accordance with the Privacy Policy. From time to time, Initial may send marketing communications to employees and representatives of the Customer. Those individuals may opt out from receiving marketing communications at any time by contacting Initial or following a link in each communication they receive.
24. **Entire Agreement:**. This Agreement supersedes and replaces all previous Agreements between the parties in relation to the Services and contains the entire Agreement between them as to its subject matter. To the extent permitted by law, Initial expressly excludes all warranties, guarantees, representations and conditions except as may be made by Initial to the Customer in writing. For the avoidance of doubt, Initial does not seek to exclude liability for any misrepresentations made to the Customer which induced the Customer to enter into this Agreement.
25. **Limitation of Liability**: To the extent permitted by law:
    (a) If the Customer is a consumer under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) (**ACL**), the Customer has certain statutory rights. Nothing in this Agreement excludes, restricts or modifies those rights, or any other statutory rights that the Customer has.
    (b) If the Customer is a consumer under the ACL and the goods and/or services supplied under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then Initial's liability for failure to comply with a consumer guarantee under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to one or more of the following, at Initial's election:
        (i) in relation to the supply of services: the resupply of the services or the payment of the cost of having the services supplied again; and/or
        (ii) in relation to the supply of goods: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.
    (c) Subject to clause 25(a), above, and to the extent permitted by law:
        (i) Neither party nor any of their affiliates, subcontractors, agents and/or employees will be liable for any loss of profits or revenue, loss of business, wasted expenditure or any form of indirect or consequential loss arising out of or in connection with this Agreement;
        (ii) Initial will only be liable for loss or damage to the Customer's property, injury or death of persons to the extent such loss or damage is directly caused by Initial's negligence, misconduct or breach of contract (including failure to provide the Services in accordance with this Agreement); and Initial will not be liable for loss or damage caused by the Customer, including because the Customer has disturbed treated areas, and/or because the Customer has failed to implement Initial's recommendations; and
        (iii) The total liability of Initial, its affiliates, subcontractors, agents and employees arising out of the performance or non-performance of this Agreement or any of the obligations in this Agreement (including, without limitation, obligations in connection with the supply of the Plan), whether based on contract, tort (including negligence), or any other common law or statutory right, shall not exceed in the aggregate a sum equal to 100% of the total fees paid to Initial by the Customer under this Agreement in the twelve months period ending on the date any claim for liability is notified to Initial.
    (d) Any goods or services supplied under this Agreement are provided for the benefit of the Customer only. Initial accepts no liability whatsoever, whether in contract, tort or otherwise, including in negligence, to any third party as a result of any goods or services it supplies to the Customer.
    (e) Nothing in this Agreement, excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation of any other matter to the extent that such exclusion or limitation would be unlawful.

    The parties agree that the above and all its limitations are fair and reasonable and apply to all claims whether in contract, tort (including negligence), misrepresentation or otherwise).
26. **Clinical Waste Services**:
    (a) Where applicable, the Customer appoints Initial as its agent to give required information about identifiable wastes to any relevant administering authority; and
    (b) Initial may reject any waste where there has been a failure to comply with any of the requirements in this Agreement. In the event of such a rejection, the Customer will remove the relevant waste from its premises and clean up any leakage that may have occurred at its own expense.
27. **Credit Reporting**: Where the Customer is provided with credit, the Customer authorises Initial to do any of the following to assess the Customer's application for credit under this Agreement and, if the application is successful, to manage the credit account until the credit account is repaid in full and closed:
    (a) obtain credit reports in respect of the Customer and its related entities from credit-reporting agencies;
    (b) seek and/or disclose information about the Customer and its related entities (including any information about their credit

worthiness, credit history, standing or capacity) which credit providers are permitted by the *Privacy Act 1988* to supply, obtain or receive;

(c) disclose information about the application for credit under this Agreement and, if the application is successful, about the credit account and any credit provided to a credit-reporting agency in order to obtain information or credit reports;

(d) disclose information including identity particulars, the fact that the Customer has applied for credit and details of payments which are overdue more than sixty (60) days to credit-reporting agencies and other credit providers; and

(e) disclose information about the Customer and its related entities to any person considering acting as a guarantor of the Customer.

28. **Modern Slavery and Human Trafficking:** Each party shall: (a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes to the extent applicable to the relevant party (collectively, the "**Anti-Slavery Laws**"); (b) represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws; (c) have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties; (d) promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and (e) have the right to terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.
29. **Sanctions:** Each party shall: (a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "**Sanctions**") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "**Sanctions Authority**"); (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority; (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "**Sanctions List**"); (d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions; (e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures; (f) promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and (g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.
30. **Surcharges:** Initial may apply a surcharge (without profit or administrative markup) if Initial incurs substantial cost increases due to unforeseen situations such as: fuel/energy volatility, major supply chain disruptions, or changes to government taxes/levies and tariffs. Initial will provide 30 days' written notice detailing the amount, reason, and effective date of the surcharge. Initial will monitor the situation and reassess within 6 months of the increase, whether a reduction or removal of the surcharge is warranted. Notwithstanding any other provision in this Agreement, if the Customer disagrees with the surcharge, the Customer may terminate the Agreement with 30 days' written notice.
31. **General:**
    (a) This Agreement may only be amended in writing signed by both parties.
    (b) A reference to 'writing' or 'written' includes electronic mail.
    (c) If any provision of this Agreement is illegal, invalid or unenforceable it may be severed without affecting the enforceability of the other provisions.
    (d) Neither the Customer nor Initial may assign its rights under this Agreement without the prior written approval of the other party whereby the approval must not be withheld unreasonably.
    (e) 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.
    (f) This Agreement is governed by the laws of the State or Territory where the Services are being provided to the Customer and the parties submit to the jurisdiction of the courts of that State or Territory.