Terms and Conditions

* 1. **INTRODUCTION**

These terms and conditions govern your use of the Website and the purchase of Services offered on the Website. By accessing or using the Website, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms and conditions, you must not use the Website.

* 1. **OFFERED SERVICES**
     1. **General**

Our Website:

* + - 1. offers Standard Services and Subscription Services for residential properties;
      2. sets out the Inclusions and Exclusions;
      3. allows you to add Additions beyond those offered as part of the Standard Services or Subscription Services at an additional charge;
      4. sets out the cost for each Standard Service and Subscription Service (including the cost for each Addition).
    1. **Subscription Services**
       1. By subscribing to a Subscription Service, you agree to pay the recurring fee specified for the selected plan at the designated intervals.
       2. Subscription Services are automatically renewed at the end of each billing cycle unless canceled.
       3. You authorise us to charge your chosen payment method for the renewal fee.
       4. You have the option to cancel or modify a Subscription Service at any time in accordance with the terms of this agreement.
  1. **SERVICE EXPECTATIONS**
     1. **Representations and Warranties**

By placing an order through our Website, you represent and warrant that:

* + - 1. you have read, understood, and agree to all the terms and conditions;
      2. you are legally capable of entering into binding contracts and that you are at least 18 years old;
      3. all information provided by you is accurate and complete;
      4. you have all necessary rights to grant us access to perform the Services at the Service Address;
      5. you have disclosed to us all material information which may have an effect on the provision and/or performance of the Services at the Service Address and agree to notify us as soon as possible where any circumstances (including in respect of the Service Address) changes.
    1. **Acknowledgments and Obligations**

You acknowledge and agree:

* + - 1. to provide access to the Service Address at the time and date on which we are to provide the Services to allow us to provide the Services;
      2. where directed, to ensure that all persons leave the vicinity where the Services are to be provided;
      3. that the Service Address will always be a safe working environment, and, to the extent permitted by law, to indemnify us for any loss or damage that we may suffer where you fail to do so;
      4. that we are not responsible for any damage or liability incurred to the Service Address property as a result of our reliance on the information provided by you when placing an order through our Website;
      5. to immediately inform us if for any reason a health or safety hazard results from the provision of the Services;
      6. that we will rely on the information provided by you when placing an order through our Website;
      7. while we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur and where we discover an error in the price of the Services advertised, we will correct the error straight away;
      8. to work in conjunction with us or any of our representatives in respect to reportable pest species found at the Service Address (including to comply with the guidelines of relevant authorities);
      9. that pets should be regularly treated to ensure they are free from fleas and tickets;
      10. that while we endeavor to deliver effective pest control solutions, complete eradication of pests cannot be guaranteed, and accordingly, due to the unpredictable nature of pest infestations, we cannot provide warranties or guarantees concerning the effectiveness of our pest control services outside of those specified in the Inclusions;
      11. that we strive to be transparent about our approach which means that we do not offer any warranties, guarantees, representations unless stated on our Website, in the Inclusions or in this agreement.,
    1. **Service Effectiveness**

You acknowledge and agree:

* + - 1. to follow all recommendations set out in any service report we provide to you, as the ongoing effectiveness of the Services is dependent on your implementation of our recommendations;
      2. that our Services may be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing untreated or infested materials to the property that encourage pest activity and / or poor hygiene.
  1. **SERVICE TERMS**
     1. **Performance**

We agree to:

* + - 1. perform the Services with reasonable care and skill, consistent with industry standards;
      2. perform the Services in proper, professional, and timely manner;
      3. notify you if we expect or encounter delays in the provision of the Services;
      4. supply everything necessary for the provision of the Services;
      5. comply with any applicable legal, regulatory or other mandatory obligations,

provided that nothing in this clause will affect our right to exercise our own judgment and discretion in providing the Services, to the extent that the exercise of such judgment and discretion is not inconsistent with the terms of this agreement.

* + 1. **Non-Performance**
       1. We agree to immediately notify you if we are unable to perform the Services (or part thereof) on the date you require them to be performed and provide the reasons as to why the Services (or part thereof) can no longer be provided.
       2. Upon notifying you of our inability to perform the Services as scheduled, we will present you with the available options for resolution, including refund and rebooking. We will strive to communicate clearly and promptly to ensure transparency and facilitate your decision-making process.
       3. If you choose to proceed with a refund, we will process the refund using the original payment method, unless otherwise agreed upon between the parties.
       4. If you opt to reschedule the Services, our team will work closely with you to determine a suitable alternative date and time for the service appointment. We will make every effort to accommodate your scheduling preferences and minimise any inconvenience caused by the non-performance.
  1. **PAYMENT**
     1. **Cost of Services and Additions**

The cost for each Standard Service and Subscription Service (including the cost for each Addition) are displayed on our Website and subject to change without prior notice. By placing an order, you agree to pay the price specified at the time of purchase.

* + 1. **Payment Methods**

We accept payment for Services through various secure payment methods available on our Website, including credit/debit cards, electronic bank transfers, and third-party payment processors. You agree to provide valid payment information and authorise us to charge the designated payment method for the total amount due.

* + 1. **Currency and Taxes**

All prices listed on our Website are in the currency specified and are inclusive or exclusive of applicable taxes, as specified on our Website.

* + 1. **Payment Authorisation**

By completing the payment process, you authorise us to charge the total amount due to your chosen payment method. You represent and warrant that you have the legal right to use the payment method selected and that the payment information provided is accurate and current.

* + 1. **Transaction Confirmation**

Upon successful payment processing, you will receive a confirmation email which acknowledges receipt of your order, encloses a tax invoice and confirms the details of the transaction and Services purchased.

* + 1. **Failed Payments**

In the event of a failed payment due to insufficient funds, payment authorisation failure, or any other reason, we reserve the right to suspend or cancel your order until payment is successfully processed. You may be responsible for any fees or charges imposed by your financial institution or payment processor in connection with the failed transaction.

* + 1. **Payment Security**

We prioritise the security of your payment information and employ industry-standard encryption and security measures to safeguard your data during transmission and storage. However, you acknowledge and agree that no method of transmission over the internet or electronic storage is entirely secure, and we cannot guarantee the absolute security of your payment information.

* + 1. **Payment Disputes**

If you believe that a payment has been processed in error or unauthorised, please contact us immediately to resolve the issue. We will investigate any reported payment discrepancies and take appropriate actions to rectify the situation in accordance with our refund policy and applicable laws.

* + 1. **Non-Transferability**

Payments made for our Services are non-transferable and non-refundable, except as expressly provided for in this agreement or as required by applicable law.

* 1. **CANCELLATIONS AND REFUNDS**
     1. **Cancellation Policy for Standard Services**
        1. Due to the urgent nature of Standard Services, cancellations are generally not accepted once the service appointment has been confirmed. However, if unforeseen circumstances prevent you from keeping the appointment, you must notify us at least 48 hours prior to the service appointment.
        2. Where a cancellation is made within 48 hours of the service appointment, you:
           1. agree that we are entitled to retain an early cancellation fee equivalent to 50% of the cost of the Standard Service which you wish to cancel; and
           2. acknowledge that such early cancellation fee is a genuine pre-estimate of our loss for early cancellation of the Standard Service.
     2. **Cancellation Policy for Subscription Services**

You may cancel a Subscription Service at any time by providing us with one (1) month written notice.

* + 1. **Refund Requests**

To request a refund for a canceled Standard Service or Subscription Service, please contact our customer support team with your order details and reason for cancellation. We will review your request promptly and notify you of the outcome.

* + 1. **Refund Policy for Standard Services**
       1. (**Refund Eligibility**) Refunds for Standard Services may be available under the following circumstances:
          1. if the cancellation request is submitted at least 48 hours prior to the scheduled service appointment;
          2. if the cancellation is due to unforeseen circumstances preventing the completion of the Standard Services, such as severe weather conditions or property access issues.
       2. (**Refund Amount**) Depending on the circumstances and timing of the cancellation, you may be eligible for a full or partial refund, or the option to reschedule the service appointment at no additional cost. Refunds, if approved, will be issued based on the unused portion of the service fee, less any applicable cancellation fees or charges.
       3. (**No Refund**) No refunds will be provided for Standard Services that have already been performed.
  1. **TERMINATION**
     1. **Non-Payment**

We reserve the right to immediately terminate the performance of the Services in the event of non-payment or default by you.

* + 1. **Breach of Agreement**

We may terminate the Services immediately if you breach any material terms or obligations under this agreement.

* + 1. **Effect of Termination**

Upon termination of the Services, all rights and obligations of the parties under this agreement will cease, except for those provisions that, by their nature, are intended to survive termination, including but not limited to indemnification, limitation of liability, and governing law clauses.

* + 1. **Refunds and Obligations**

Termination of the Services may be subject to applicable refund policies and obligations as outlined in our cancellation and refund clauses. You are responsible for any fees, charges, or outstanding payments incurred prior to termination.

* 1. **LIMITATION OF LIABILITY**

To the extent permitted by law:

* + - 1. nothing in this agreement operates to make us liable (whether under contract law, common law or otherwise) to you, or any other person claiming through or against you, for direct, indirect, incidental, consequential, claim, loss, damage, injury, death, act, omission or default whether arising out of, or in any way related to the provision of the Services, whether or not such loss or damage was foreseeable or foreseen by either party;
      2. where a claim relates to a guarantee or warranty under the Australian Consumer Law, our liability to you under this agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is in the case of Services limited to the cost of supplying those Services again;
      3. in all other circumstances, our liability to you (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the total fees received by us from you pursuant to this agreement;
      4. we are not liable for any claims made for injury, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence of providing the Services;
      5. the parties must take all reasonable steps to mitigate any loss, liability, damage, cost or claims incurred by them under this agreement; and
      6. a party may not recover damages or obtain payment, reimbursement or restitution more than once for the same loss, liability, damage or breach of this agreement.
  1. **GENERAL PROVISIONS**
     1. **Privacy Policy**

We respect your privacy and will handle your personal information in accordance with our privacy policy, which can be found at www.dbug.au/privacy-policy/. By accessing or using the Website, you acknowledge that personal information may be collected, used, held and disclosed in accordance with our privacy policy.

* + 1. **Entire Agreement**

In relation to the subject matter of this agreement, this agreement embody the entire agreement between the parties and supersede any prior written or oral representations, negotiations, arrangements, understandings or agreements and all other communications between the parties.

* + 1. **Goods and Services Tax**

Where any supply under this agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

* + 1. **Variation**

We reserve the right to modify this agreement at any time without prior notice. Changes will be effective immediately upon posting on the Website.

* + 1. **Waiver**

Any waiver or consent given by any party under this agreement will only be effective and binding if it is in writing and signed by or on behalf of that party. Without limiting the foregoing, any failure to, delay in or partial exercise or enforcement of, any right, power or remedy provided under this agreement or at law does not constitute a waiver of that right, power or remedy, nor will it affect or impair the right of a party to exercise or enforce them at a later time or to pursue remedies it may have for any subsequent breach of the terms of this agreement.

* + 1. **Contact Information**

If you have any questions or concerns about these terms and conditions, please contact us at info@dbug.au or 1300 003 284.

* 1. **DEFINITIONS**

In this agreement, unless the context indicates otherwise:

**Additions** means the additional pest control treatments that can be added to the Standard Services or Subscription Services when placing an order via the Website.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Inclusions** means inclusions to the Standard Services or Subscription Services as set out on the Website.

**Exclusions** means exclusions to the Standard Services or Subscription Services as set out on the Website.

**Standard Services** means one-off pest control treatments as set out on the Website.

**Subscription Services** means subscription-based pest control services as set out on the Website.

**Website** means www.dbug.au.

**Services** means the Standard Services and Subscription Services and includes any Additions in respect thereof, as applicable.

**Service Address** means the address at which the Services are to be performed by us.

* 1. **INTERPRETATION**

On our Website, any references to:

**Ants** exclude red fire ants, carpenter ants, funnel ants and other declared pest species;

**Rodents** exclude native rodent species;

**Spiders** exclude ground dwelling species (funnel web, trapdoor, mouse, wolf, huntsman and jumping);

**Wasps** exclude mud daupers;

**Caterpillar** excludes all species except urticaria (rash) causing species;

**Lice** exclude head and body lice;

**Moths** exclude fabric moths;

**Other** refers to any other native or declared species.