

Standard Service Agreement – Pest Management

27 July 2025

V3.1

The Zamp Way

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Zamp
ABN: 23 687 411 203
2 Kleberg Court Alice River 4817 QLD

W: zamp.com.au
E: rob@zamp.com.au

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TL;DR - General Pest Management Service Agreement

Bottom Line: This is a service contract between **ZAMPERONI SERVICES Pty Ltd** and a customer for a General Pest Management service, with payment due on the day of completion. This service does not cover termites or other timber pests or pest birds.

Key Points:

- **Version:** This is Service Agreement v3.1 dated 27 July 2025.
- **Service:** A General Pest Management service targeting a specific list of common pests. The service includes inspection and treatment of accessible areas using sprays, dusts, and gels.
- **Crucial Exclusions:** This service **DOES NOT** include timber pests, or pest birds.
- **Payment:** Fixed price (amount to be emailed), GST included, due on the same day the service is completed.
- **Access & Prep:** The Client must provide safe access and prepare the area as instructed (e.g., clear benches, cover food/toys, secure pets).
- **Cancellation:** 24-hour notice is required, or you may face a 25% fee. Delays due to weather are permitted.
- **Service Guarantee:** A time-limited Service Guarantee is provided for the specific pests covered. This entitles the Client to a free re-treatment of affected areas if the pest returns within the guarantee period. The guarantee is void if the Client does not follow the technician's recommendations (e.g., regarding sanitation or structural issues).
- **Payment methods:** Credit Card or Debit Card (surcharge may apply), Cash.
- **Late fees:** A late fee of \$50 per month may apply to overdue payments.

- **Client's main responsibilities:** Provide access, prepare service areas, secure pets, disclose known hazards, and follow all post-service instructions and recommendations. If you are a tenant, you need landlord permission.

This contract is governed by Queensland law and includes standard Australian Consumer Law protections.

Service Agreement

BACKGROUND

The Service Provider is in the business of providing urban pest management services. The Client wishes to engage the Service Provider to perform such services at the Premises specified in the Schedule, and the Service Provider agrees to perform such services, subject to the terms and conditions of this Agreement (comprising the Schedule and the General Terms and Conditions).

SCHEDULE (Item A through to H)

A. Agreement details

- **Agreement Version:** This is Service Agreement v3.1 dated 18 July 2025.
- **Effective date of agreement:** Client receipt of Booking Confirmation email
- **Service provider reference:** [terms emailed to customer]

B. Service Provider Details

- **Full legal name:** ZAMPERONI SERVICES Pty Ltd
- **Business Address:** 2 KLEBERG COURT, ALICE RIVER, QLD, 4817
- **ABN:** 23 687 411 203
- **Contact email:** [terms emailed to customer]
- **Contact phone:** [terms emailed to customer]

C. Client Details

- **Full Name:** [terms emailed to customer]
- **Client Address:**
 - **Address:** [terms emailed to customer]
 - **Suburb:** [terms emailed to customer]

- **Postcode:** [terms emailed to customer]
- **ABN/ACN (if applicable):**
- **Contact Email:** [terms emailed to customer]
- **Contact Phone:** [terms emailed to customer]

D. Description of Services

- **Job type:** (Refer to the relevant Service Description in Clause 2.1 or the applicable Service Addendum)
- **Included Pests & Tasks:** Refer to GENERAL TERMS AND CONDITIONS - 2. DESCRIPTION OF SERVICES
- **Specific Exclusions:** Refer to GENERAL TERMS AND CONDITIONS - 2. DESCRIPTION OF SERVICES

E. Service Location and Access

- **Service Location:**
 - **Address:** [terms emailed to customer]
 - **Suburb:** [terms emailed to customer]
 - **Postcode:** [terms emailed to customer]
- **Access:** Refer to GENERAL TERMS AND CONDITIONS - 3. SERVICE LOCATION AND ACCESS

F. Service Schedule and Timing

- **F.1 Date of Service:** [terms emailed to customer]
- **F.2 Service Type:** This is a one-time service, which includes a Service Guarantee Period as defined in Clause 9.

G. Payment Terms

- **G.1 Fee:** Fixed Price: AUD [terms emailed to customer]

- **G.2 GST Treatment:** GST is included in the above fee (Service Provider is GST registered)
- **G.3 Invoicing:** An invoice will be issued upon completion of the Services, on [terms emailed to customer]
- **G.4 Payment Due Date:** Payment is due on the day of the completion of the Services ([terms emailed to customer])

H. Cancellation and Rescheduling

- **H.1 Minimum Notice Period:** 24 hours before: [terms emailed to customer]

The Client & the Service Provider acknowledge that they have read, understood and agree to items A to H in the Schedule and Clauses 1 to 18 in the General Terms and Conditions, which together form the complete Agreement.

GENERAL TERMS AND CONDITIONS

1. PARTIES

1.1. The "Service Provider" and "Client" are the entities, and their contact details are, as detailed in Items B and C of the Schedule respectively.

2. DESCRIPTION OF SERVICES

2.1. Services Included:

The Service Provider shall provide treatment of pests that are urban pests but are not timber pests or pest birds, this is a General Pest Management service (the "Services"). The treatment is a control measure for foraging pests and not a force field that will stop all pests from entering the property. The service includes the following tasks (only as deemed necessary and where "Reasonable Access" exists):

- Internal Treatment: Application of insecticidal spray to skirting boards and floor edges; application of insecticidal dust to the roof void and wall cavities; application of insecticidal gel to harbourage points such as cupboard hinges in kitchens and laundries.
- External Treatment: Application of a liquid insecticidal treatment to the external perimeter of the building, eaves, window frames, door frames, weep holes, and around sheds, pool fences, and outdoor furniture.
- Pests Covered: This service is for the management of Web-building Spiders, common foraging Cockroaches (specifically excluding German Cockroaches), Silverfish, and common surface-foraging Ants.

2.2. Services Specifically Excluded:

The Client acknowledges that this Agreement EXPRESSLY EXCLUDES the inspection for and treatment of the following pests and issues. These require a separate, specialist assessment and a written proposal provided by The Service Provider:

- Pest birds.

- Timber Pests: All services related to termites (white ants), wood borers, or any other timber-destroying organisms.
- Specialist Interior Pests: German Cockroaches, Bed Bugs, Fleas, and Carpet Beetles.
- Rodents: Rats and Mice.
- Other Pests: Wasps, Bees (especially nests within structural cavities), Possums, Birds, Snakes, and other vertebrate pests.
- Structural & Maintenance Work: Repair of damage caused by pests, sealing of entry points, or any other building maintenance or modification.
- Biosecurity Pests: Any pest that is a notifiable biosecurity matter under Queensland law. The Service Provider is legally obligated to report any suspected sightings of such pests (e.g., Red Imported Fire Ant (RIFA), Electric Ants, etc.) to Biosecurity Queensland. The Service Provider will not treat these pests, and the Client will be advised of the formal reporting procedure.

2.3. Limitation of Scope: If the Client requests any excluded services during the visit, the Service Provider will decline. The Service Provider is only qualified, licensed, and insured for the General Pest Management services described in clause 2.1.

2.4. Pre-existing Conditions & Environment: The Service Provider is not responsible for structural, sanitation, or environmental conditions at the Premises that are conducive to pest infestations. The technician will provide recommendations to the Client to address such conditions, and failure to implement these may void the Service Guarantee.

2.5. Service-Specific Addendums: Where the Service booked is for a specialised treatment as defined in a Service Addendum (e.g., Bed Bug Treatment, German Cockroach Treatment, Fleas & Tick Treatment), that Addendum shall form part of this Agreement. The terms of the Addendum, including its specific inclusions, exclusions, preparation requirements, and Service Guarantee, shall apply to the Service. In the event of any inconsistency between these General Terms and Conditions and a Service Addendum, the terms of the Service Addendum shall prevail.

3. SERVICE LOCATION AND ACCESS

3.1. The Services will be performed at the Premises specified in Item C of the Schedule.

3.2. The Client shall provide the Service Provider with reasonable and safe access to all areas of the Premises requiring treatment at the agreed-upon time,

- The client will be present; or
- Keys will be provided under specific conditions agreed before the service; or
- Access codes provided; or
- Specific instructions for entry access / alarms provided.
- Pets will be secured

3.3. Client Preparation Responsibilities: Prior to the Service Provider's arrival, the Client must:

- Clear all benchtops and store away all exposed food items, utensils, and food preparation equipment.
- Clear floors of any items such as clothing, toys, and stored goods to allow access to skirting boards.
- Cover or remove pet food and water bowls, bedding, and toys.
- Cover fish tanks and ponds.
- Secure all pets away from treatment areas.
- Inform the Service Provider of any known allergies, chemical sensitivities, or respiratory conditions of any occupants.

3.4. Damage to Concealed Services: Prior to any service involving drilling or cutting, you agree to inform us in writing of the location of any known utility services (water, gas, electricity, data cables) or other known hazards like asbestos. Our technician will exercise due care and skill. However, as the precise location of all concealed services cannot always be determined, you acknowledge that we are not liable for damage to concealed services that were not identified by you and could not be reasonably detected by our technician prior to work commencing.

4. SERVICE SCHEDULE AND TIMING

4.1. The Services are scheduled to be performed on the date and approximate time specified in Item F.1 of the Schedule.

4.2. The nature of this Agreement (one-time service) is specified in Item F.2 of the Schedule.

5. PAYMENT TERMS

5.1. Fee: The fee for the Services is as specified in Item G.1 of the Schedule.

5.2. GST: The treatment of Goods and Services Tax (GST) in relation to the fee is as specified in Item G.2 of the Schedule.

5.3. Invoicing: An invoice will be issued as specified in Item G.3 of the Schedule.

5.4. Payment Due Date: Payment is due as specified in Item G.4 of the Schedule.

5.5. Accepted Payment Methods: The accepted methods of payment are as follows:

- Credit Card or Debit Card (VISA, Mastercard). A surcharge of 1.5% may apply.
- Cash.

5.6. Late Payments: If the Client fails to make payment by the Due Date, the Service Provider may, at its discretion, charge a late payment administration fee of \$50 for each 30-day period the invoice remains overdue. This fee represents a genuine pre-estimate of the costs incurred by the Service Provider in managing the overdue account.

5.7. Expenses: The Client's responsibility for reimbursing pre-approved reasonable expenses incurred by the Service Provider is as follows: not applicable.

6. RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1. Company Warranties: The Service Provider warrants that:

- All services will be performed by a technician who is fully licensed in accordance with the Medicines and Poisons Act 2019 (Qld).
- We hold current Public Liability and Professional Indemnity insurance, with certificates available upon request.
- We will adhere to the AEPMA Code of Ethics, which promotes honesty and integrity.
- All pesticides used will be approved by the Australian Pesticides and Veterinary Medicines Authority (APVMA) and applied in accordance with the product label.

6.2. Perform the Services in a professional and diligent manner, exercising due care and skill.

6.3. Supply all necessary equipment and materials required to perform the Services.

6.4. Comply with all relevant health and safety regulations.

6.5. Provide the Client with a written "Pest Control Advice" notice upon completion, detailing the pesticides used, areas treated, the technician's name and licence number, and any safety precautions, as required by the Medicines and Poisons Act 2019 (Qld). The Pest Control Advice will be given personally, by mail or electronically. The Service Provider will also provide, upon request, a copy of the Safety Data Sheet (SDS) for any chemical products used during the Service.

Photographic and Digital Records:

6.6. The Client agrees that the Service Provider may take photographs or videos at the Premises for the purposes of documenting pre-existing conditions, pest activity, and work performed. These records are used for internal quality control, training, and to document the service for the Client's file to maintain compliance with the Medicine and Poisons Act 2019 (Qld) for Pest Control Advice. These records remain the property of the Service Provider.

7. RESPONSIBILITIES OF THE CLIENT

The Client shall, at their own expense:

7.1. Fulfill the preparation requirements outlined in clause 3.3 before the Service Provider's arrival.

7.2. Adhere to all post-service instructions provided by the technician, including any required re-entry period and avoiding mopping or cleaning treated surfaces for the recommended time.

7.3. Implement any specific, written recommendations provided in the Pest Control Advice notice to minimise future pest activity (e.g., improve sanitation, trim vegetation, repair entry points).

7.4. Secure or remove any fragile, delicate, or valuable items from the areas to be treated.

7.5. If the Client is a tenant, warrant that they have obtained all necessary consents from the landlord or property manager to have the Services performed.

7.6. Ensure pets are secured.

Clients Responsibility for Conducive Conditions:

7.7. The Client acknowledges that the effectiveness of any pest management service is reliant on maintaining conditions that are not conducive to pest harbourage and breeding. The Service Provider is not liable for any failure of the Service or re-infestation resulting from the Client's failure to rectify or manage conducive conditions, including but not limited to: poor sanitation, stored food waste, water leaks, overgrown vegetation in contact with the structure, or failure to repair structural entry points for pests.

8. CANCELLATION AND RESCHEDULING POLICY

8.1. Notice Period: The minimum notice period required by either party to cancel or reschedule a booked service without penalty is specified in Item H.1 of the Schedule.

8.2. Client Cancellation Fee: If the Client cancels or reschedules with less than the specified notice period, or if the Service Provider cannot gain access to the Premises, a cancellation fee of 25% of the service fee may be charged.

8.3. Service Provider Cancellation: If the Service Provider cancels with less than the notice period (except in emergencies), the Service will be rescheduled at no cost to the Client.

8.4. Weather Conditions: The Service Provider reserves the right to reschedule or postpone Services without penalty due to adverse weather conditions, unsafe working conditions, or circumstances beyond The Service Providers reasonable control including but not limited to: severe weather warnings, electrical storms, extreme temperatures that may compromise safety (including heatwave events as notified by the Australian Bureau of Meteorology), blocked or unsafe access, hazardous site conditions. In such cases the Service Provider will make reasonable efforts to reschedule at the earliest mutually convenient time.

9. SERVICE GUARANTEE AND LIABILITY

9.1. Statutory Consumer Guarantees: Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled to cancel this Agreement and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have the problem rectified in a reasonable time.

9.2. Service Guarantee: The Service Provider provides a Service Guarantee for the Included Pests (as defined in clause 2.1) in the treated areas. If you experience a re-infestation of an Included Pest within this period, we will re-treat the affected area(s) at no additional charge.

Pest group	Service Guarantee Period
Common Cockroaches & Silverfish	12 months (Internal Areas Only)
Web-building spiders	6 months (Internal Areas Only)
Common Surface-Foraging Ants	6 Months (Internal Areas), 3 Months (External Areas)

9.3. Service Guarantee Conditions: This Guarantee is strictly conditional upon:

- You notifying us promptly upon discovery of the re-infestation.
- You having implemented any specific, written recommendations provided in our Pest Control Advice notice (e.g., 'seal gap under back door,' 'clear stored firewood from house wall', 'clean under benchtop').
- The treated surfaces not having been physically altered, painted, or subjected to high-pressure washing.
- The infestation not resulting from the introduction of untreated or infested materials to the property.

9.4. Limitation of Liability:

- To the extent permitted by law, the Service Provider's total liability for any claim arising out of or in connection with this Agreement or the Services, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total fees paid by the Client to the Service Provider under this Agreement for the specific service giving rise to the claim.
- The Service Provider is not liable for any indirect, consequential, or special losses, including but not limited to loss of profit, loss of use, or loss of opportunity.
- The Service Provider is not liable for any pre-existing pest damage or for any pest damage that occurs after the service is rendered.

- This limitation of liability does not exclude or limit any rights or remedies the Client may have under the Australian Consumer Law, which cannot be lawfully excluded or limited.

9.5. Indemnification: The Clients indemnifies the Service Provider against any claims, losses, damages or expenses (including reasonable legal fees) arising from:

- The Clients breach of any term of the Agreement
- The presence of undisclosed hazardous materials on the Premises
- Any injury or damage caused by the Client or third parties (not being the Service Provider, its employees, or agents) at the Premises during the provision of the service.

10. PRIVACY AND CONFIDENTIALITY

10.1. The Service Provider collects and holds the Client's personal information (as detailed in the Schedule) for the primary purpose of providing the Services, processing payments, and for managing our service relationship. We will not disclose your personal information to third parties without your consent, except as required by law. You may request access to the personal information we hold about you by contacting us.

11. TERM AND TERMINATION

11.1. Term: This Agreement commences on the Effective Date and continues until the Services are completed, paid for, and any applicable Service Guarantee Period has expired.

11.2. Termination for Cause: Either party may terminate this Agreement by written notice if the other party commits a material breach, fails to remedy it within 14 calendar days of notice or:

- Becomes insolvent, bankrupt, enters into liquidation or receivership, or has a receiver or administrator appointed

11.3. Termination for Convenience: (for ongoing agreements): If this is an ongoing service agreement, either party may terminate this Agreement without cause by providing the other party with written notice (14 calendar days of notice). If the Client terminates for convenience, the Client shall pay for all Services performed up to the effective date of termination.

11.4. Termination for Cause without notice: The Service Provider may terminate this Agreement immediately without notice upon: non-payment of any amounts due; discovery of unsafe or hazardous conditions that cannot be reasonably remediated; Client's failure to provide safe and reasonable access as agreed; presence of undisclosed asbestos or other hazardous materials; threatening or abusive behavior toward Service Provider personnel; or material misrepresentation by the Client regarding the Premises or equipment condition.

12. DISPUTE RESOLUTION

12.1. If a dispute arises out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute by good faith negotiation between themselves for 28 calendar days.

12.2. If the dispute cannot be resolved by negotiation within that period, the parties agree to consider mediation administered by a mutually agreed-upon mediator in Queensland before resorting to arbitration or litigation. The costs of mediation will be paid by the Client.

12.3. Nothing in this clause prevents a party from seeking interlocutory relief from a court or making a complaint to a relevant authority like the Office of Fair Trading or AEPMA.

13. GOVERNING LAW

13.1. This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia.

14. QUEENSLAND SPECIFIC CONSIDERATIONS & AUSTRALIAN CONSUMER LAW

14.1. This Agreement is subject to the provisions of the Australian Consumer Law (ACL) as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and applied in Queensland through the Fair Trading Act 1989 (QLD). Nothing in this Agreement is intended to exclude, restrict, or modify any rights or remedies the Client may have under the ACL that cannot be lawfully excluded, restricted, or modified.

14.2. The Service Provider warrants they hold all necessary licenses for the scope of Services described, specifically a Pest Management Technician Licence issued under the Medicines and Poisons Act 2019 (Qld) and administered by Queensland Health.

14.3. The Client acknowledges that any work related to termites (including inspections and treatments) requires the Service Provider to hold a separate licence from the Queensland Building and Construction Commission (QBCC), and that such work is excluded from this Agreement.

14.4. If the Client is a tenant, responsibilities for pest control may be governed by the Residential Tenancies and Rooming Accommodation Act 2008 (QLD). It is the Client's responsibility to ensure compliance.

15. ENTIRE AGREEMENT

15.1. This Agreement, comprising the Schedule and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, negotiations, representations, and agreements, whether oral or written.

16. AMENDMENTS

16.1. Any amendments or variations to this Agreement, must be in writing and signed by both parties to be effective.

16.2. The detailed service inclusions and exclusions referenced in Item D of the Schedule may be updated from time to time at www.zamp.com.au/service-terms. The Client will be notified of any material changes that affect their specific service booking.

16.3. Version Control: This Agreement may be updated from time to time by the Service Provider. Each version will be identified by a version number and date. The version applicable to any service booking is the version in effect at the time the Client accepts the Agreement for that specific booking. Previous versions of this Agreement do not apply to new bookings, and each booking is governed solely by the Agreement version accepted at the time of that booking.

17. SEVERABILITY

17.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The parties shall then negotiate in good faith to replace the severed

provision with a valid and enforceable provision that achieves, as far as possible, the original commercial intent.

18. NOTICES

18.1. Any notice must be in writing and delivered personally, by post, or by email to the addresses specified in the Schedule.

18.2. A notice is deemed received: on delivery if personal; 3 business days after posting if by post; or at the time of transmission if by email, unless a failure message is received.

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