



Terms and Conditions

It is agreed that Ambius will hire, install and (where applicable) and maintain the Displays (**Short Term Hire or Service Agreement**) or sell (Product Sales) as itemised in this agreement in accordance with the terms set out below.

Service Agreements: The Client accepts the Displays and Services as applicable for an initial minimum term of twenty four (24) months commencing from the date of this agreement unless otherwise agreed. This agreement will automatically be extended; if not terminated or varied and will run until such time as it is terminated by either party giving at least three (3) months calendar written notice of the intention to terminate the agreement. Any termination cannot take effect until the last day of the initial minimum term. **Short Term Hire:** The Client accepts the Displays and (where agreed) the Services for the period set out in this agreement. Rental is payable under Service Agreements in advance each calendar month. Invoices for sales are payable upon delivery and at the conclusion of the hire for Short Term Hires. In addition to the rental, sale price or other fees payable, the Client agrees to pay any GST or other charge in accordance with clause 11.

1. Definitions

"Ambius" means Rentokil Initial Pty. Limited (Aust) and/or Rentokil Initial Limited (NZ) trading as Ambius.

"Client" means the person or company set out on page 1 of this agreement.

"Display(s)" means the items including plants and containers and services (if applicable) agreed to be sold, hired or maintained by Ambius as described in this agreement.

"Initial installation" means the date that the Client's specified site is enhanced and energised by the installation of the Display.

"Initial minimum term" means the term of twenty-four (24) months commencing from the date of this agreement.

"Service" means Ambius shall undertake a range of essential tasks in relation to the Displays including; water and fertilise all plants as necessary, keep all Displays cleaned and trimmed, remove any damaged, spent or unsightly foliage, check for disease, generally spruce up and beautify the Display leaving the surrounding area clean and tidy.

"Rental and Maintenance" means that Ambius will supply the Displays to the Client (which at all times remain the property of Ambius) at the specified site and that Ambius will maintain and service those Displays.

"GST" means the goods and services tax, value added tax or consumption tax or similar tax imposed by the Government.

2. Acceptance of Agreement

The signature of the Client to this document confirms its acceptance of these terms.

3. Commencement of Service

Ambius will commence Service within 20 working days of installation of Displays or such other date agreed in writing with the Client.

4. Responsibility of Ambius

Ambius agrees it will:

- (a) In the case of Product Sales, sell the Displays to the Client at the price specified and unless otherwise agreed, in the condition inspected by the Client;
- (b) In all other cases, supply, install and Service the Displays in accordance with this agreement; and
- (c) Provide regular Service between business hours of 7am and 5pm Monday to Friday (unless otherwise agreed) sufficient to ensure the visual splendour of the plants is maintained at all times. Service outside these hours will incur additional charges.

5. Responsibility of the Customer

The Client agrees to:

- (a) Promptly notify Ambius:
 - (i) If access is unavailable for Ambius staff (other than on weekends and public holidays) or if the Displays suddenly deteriorate between Service calls;



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- (ii) If it is required to relocate the Displays within the Client's site. Any relocation of Displays will incur additional cost to be agreed;
 - (iii) At least two weeks in advance, If the site location of the Displays will be inaccessible to Ambius more than one week or the Displays are to be relocated from their location at the site; and
 - (iv) If the Client requires Ambius to move or relocate the Displays for a temporary period. The Client acknowledges there will be a charge for removal, storage and re-installation above and beyond the regular monthly charge.
- (b) Inform its own staff not to water, fertilise, use as an ashtray, pour any liquids of any type into, or relocate; particularly to areas of intense heat or low light;
 - (c) Arrange insurance against theft, destruction or damage to any Displays. The Client acknowledges it is responsible to compensate Ambius for the cost of any loss or damage to the Displays where such loss or damage was beyond the control of Ambius;
 - (d) Provide Ambius' staff with sufficient access to hot and cold water for use in the maintenance of the Displays;
 - (e) Pay the cost of hiring and use of any specialist equipment required by Ambius to carry out Services; and
 - (f) Ensure the temperature range to which the Displays are subject remains in the range of 15 to 25 degrees Celsius inclusive. The Client acknowledges this is the most appropriate temperature range to ensure optimum performance from the Displays and the Client agrees to use its best endeavours to maintain temperatures at the site within the limits of that range.

6. Delivery Delays

If the customer (for whatever reason) is unable to take delivery of the Displays within ten (10) days of the date of this agreement, or such other date as may be agreed upon, then the Client must reimburse Ambius any extra costs including storage and transport incurred by Ambius as a result of that delay.

7. Reduction on Account

At any time after the initial minimum term the customer may reduce the number of Displays by giving no less than three (3) calendar months written notice to Ambius. The reduction in the account will be reflected in the monthly invoicing following the date on which the reduction occurs. If the customer has given notice of termination, the number of Displays cannot be reduced prior to the end of the agreement.

8. Pricing Policy and Ownership of Display

- (a) Ambius may review and adjust from time to time the calendar monthly charge it levies under this agreement to reflect cost increases incurred by Ambius in providing the Displays and Services.
- (b) Except for Product Sales and where Services are Maintenance only, the Displays remain the property of Ambius. On termination of this agreement, the Client must provide all necessary access to allow Ambius to remove the Displays and any other property belonging to Ambius as soon as practicable. The Client is not permitted to retain possession of any plants or display materials on termination of this agreement for any reason whatsoever.

9. Whole Agreement

This agreement supersedes and replaces all previous agreements in relation to plants and services of any sort whatsoever between Ambius and the Client. To the extent permitted by law, the terms of this agreement comprise the complete terms of agreement between Ambius and the customer and both parties agree that any and other statements and representations made prior to or subsequent to the contract do not form part of the terms of this agreement. This agreement may only be amended in writing signed by both parties. Any other terms, agreements or claims falling outside the written terms in this agreement are agreed to have no effect whatsoever. To the extent permitted by law, Ambius's total aggregate liability to the Client under or in relation to this agreement (including in contract, negligence, tort or any common law or statutory right) is limited at Ambius's option to the resupply of the Services or the costs of resupply of the Service.



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10. Force Majeure

Ambius shall not be responsible for failure to meet any contractual obligations if the failure results directly or indirectly from a cause beyond its control.

11. GST and Other Charges

All amounts specified as payable by the Client to Ambius under this agreement are expressed net of GST or any other governmental charges ("charges). If the supply to the Client is subject to GST or other charges then the Client must, subject to Ambius providing the customer with a valid tax invoice, pay any additional GST or charge amount to Ambius.

12. Trading Terms

All payments must be made by the Client to Ambius in full within seven (7) days.

13. Debt Collection Expenses/Collection of Displays

All expenses incurred by Ambius in collecting monies owing by the Client to Ambius will be passed on to the Client for reimbursement within seven (7) days. The Client indemnifies Ambius for all expenses incurred in relation to the recovery of debts owing by the Client. In the event that the Client does not pay and/or goes into administration, receivership or liquidation, ownership of the Displays continues to remain with Ambius and Ambius must be given access to collect these Displays. If Ambius needs to return on more than one occasion, a pickup fee will also apply.

14. Privacy and Credit Reporting

The Customer authorizes Ambius, its employees and related entities, subject to compliance with the Privacy Act 1988 to use and disclose the personal information of the Customer in accordance with Rentokil Initial Privacy Policy which can be accessed at www.ambiusindoorplants.com.au. This use includes communicating offers to the customer about products and services from Rentokil Initial. The customer has the option to opt out of receiving the information at any time. Where the Client is provided with credit, the Client authorizes Ambius to: (a) obtain credit reports in respect of the Client and its principals from credit reporting agencies;(b) seek and or/disclose information about the Client and the principals (including information about their credit worthiness, credit history, standing or capacity) which credit providers are permitted to supply obtain or receive under the Privacy Act; (c) disclose information about the application for credit under this Agreement and if successful, about the credit account and credit provided to a credit reporting agency in order to obtain information or credit reports; (d) disclose information including identity particulars, the fact the Client had applied for credit and details of payments that are more than 60 days over due to credit reporting agencies and other credit providers; and (e) disclose information about the Client and its principal to any person considering acting as a guarantor of the Client.