

AGDAM Australia Pty Ltd

Contract terms and conditions

TERMS OF USE

Welcome to ADGAM Australia Pty Ltd. We are a pest control service that gives our customers access to some restricted information. ADGAM Australia Pty Ltd website (www.agdamaustralia.com.au) as referred to now as (the "Site") is operated by ADGAM Australia Pty Ltd. Please read carefully our Terms and Conditions and Terms of Use, which may be updated by ADGAM Australia Pty Ltd from time to time without notice to you (the Terms and Conditions and Terms of Use, as modified from time to time, the "Terms").

ACCEPTANCE OF TERMS OF USE

By accepting and signing a permission to hunt form, or accessing, browsing, and/or using the site, you accept and agree to be bound to these Terms. In addition, when using particular ADGAM Australia Pty Ltd services, you also shall be subject to any posted guidelines, FAQs, or rules applicable to such services, which may be posted and modified from time to time.

AGENCY AGREEMENT

Q. What is an agency?

A. Agency is defined as a relationship involving authority or capacity in a person (Agent) to create or affect legal relations between another person (Principal) and third parties (Third Party).

Formation of an Agency Agreement. In order to meet government requirements relating to the destruction of feral animals, we are required to demonstrate a written agency agreement exists that authorises us using firearms on a specified property. This agency agreement is formed when the property owner or authorised party completes a permission to hunt form. When they submit that form they have agreed to our entering their property with firearms for the purposes of destroying specified feral and pest animals. They also agree to our notifying the neighbors and other affected parties regarding the agreed animal destruction.

PRIVATE AND CONFIDENTIAL

Your privacy is important to ADGAM Australia Pty Ltd. ADGAM Australia Pty Ltd Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to ADGAM Australia Pty Ltd collection, use, and disclosure of your personal information.

Equally our privacy is important to us! By using our website or our services you hereby agree to keep secret and private any information regarding our involvement in any shoot, trap or consulting arrangement. This agreement to keep all details about our involvement private and confidential also protects you our client; particularly in the event any information is published via social media by the public. Should this information attract the attention of media personal or activist groups etc. who make contact to discuss particulars of any event, you or your organisation or associate bodies are obliged not to provide any information that has not been agreed to in writing by the parties involved prior to any release of information.

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PAYMENT

Unless agreed upon prior to commencement of the services provided by ADGAM Australia Pty Ltd, payment for our service is required 30 days after invoice and can be made via direct deposit, Visa/Master card or cash (we do not accept cheques).

If cash payment is required, please ensure the correct amount must be given. (We do not always carry change).

The Customer agrees to pay the price quoted and any other charges applicable to the service in full, 30 days maximum the day of the first attendance to your property/site unless alternative payment has been arrangement and agreed to in writing prior to commencement of the agreed service. If payment for our service by invoice has been agreed upon and payment is not made in full within the invoice terms of trade, this will be treated as "Theft of Service" and as such action will commence to retrieve all outstanding amounts owed to ADGAM Australia Pty Ltd for their service. Any costs incurred during the recovery process will be charged to the client and a further 10% admin fee on behalf of ADGAM Australia Pty Ltd will be charged every 7 days on any overdue amounts.

Site visit for the purpose of providing a Quotation or Consultation Service

As a rule we don't charge to visit to any properties for the purposes of providing any quotations. However, if you do require a site visit by us there that is outside the 40 Km of the AGDAM Australia office, there is a \$100 plus GST charge, which includes travel.

All prices and quotations exclude GST unless otherwise specified. GST is payable in respect to any service or product supplied to a Customer under this Agreement.

USE OF FIREARMS

Prior to ADGAM Australia Pty Ltd using a licensed firearm to carry out feral/pest animal extermination on a premises, written consent must be obtained from the property owner or the occupier of the land. It is also recommended that you notify any neighbors, site security, center management, strata management or body corporate or other parties you feel could be affected by our work to be carried out prior to an agreed commencement date.

GUARANTEE

ADGAM Australia Pty Ltd only deals with the control/extermination of known feral/pest animals specified in and not otherwise excluded from any recommendation & resultant agreement. ADGAM Australia Pty Ltd cannot guarantee the outcome of shooting or trapping work. This is primarily due to the fact that feral/pest animals are biological and have well developed survival instincts and can re-infest from other locations. Shooting may also be impaired by weather, access, the public, and other matters beyond our control.

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PRIOR AGREEMENT

This Agreement supersedes and replaces any and all previous agreements between the parties.

SEVERABILITY

If any provision of this Agreement is illegal and unenforceable in whole or in part, the remainder of this Agreement shall remain enforceable to the extent permitted by law.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of VICTORIA. In the event that any ambiguity or questions of intent or interpretation arise, no presumption or binder of proof shall arise favoring or disfavoring ADGAM Australia Pty Ltd by virtue of authorship of this Agreement and the terms and provisions of this Agreement shall be given their meaning under law.

ASSIGNMENT

This Agreement shall be binding upon the authorised party, the company, its executives, executors and assigns and upon their employer, its successors and assigns.

INDEMNITY

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this any signed service agreement or any governing law or regulation.

DAMAGE

Shooting by its very nature shooting is dangerous. The client accepts when using our services that the inherent risk associated with shooting/trapping can not be avoided if the feral/pest animal(s) are to be managed. The client must use their own due diligence to inform their decision to undertake pest/feral animal destruction. However back drops may include hidden property that could be damaged, such as buried cables, lights, buried conduit or pipe, buried irrigation systems. While we take all due care to make sure our back drop is as safe as possible, we cannot always determine the same when attempting to destroy the pest. All attempts will be made to ensure the backdrop is safe. If there is any client concern they must alert the operator prior to commencement of work. Trapping is also dangerous, wild animals (non domesticated) do not like being caged or trapped, similarly, property can be damaged by animals trying to escape. If there are objections to where the trapping is being suggested, all attempts must be made by the client to inform the operator prior to commencement of work.

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CONFIDENTIALITY AGREEMENT

It is understood and agreed by the customer that ADGAM Australia Pty Ltd will disclose confidential information and may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. The Recipient agrees not to disclose the confidential information obtained from ADGAM Australia Pty Ltd to anyone unless required to do so by law or by agreement in writing.
3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
5. The Customer agrees that they have read and understand this CONFIDENTIALITY AGREEMENT and accepts the duties and obligations set forth herein.

LIABILITY

ADGAM Australia Pty Ltd and its pest controllers do not accept any liability for loss, damage or injury to any animals, livestock, birds, goods or equipment unless the loss, damage or injury was caused by negligence by them or their pest controllers. Notice of any such loss, damage or injury must be notified in writing to ADGAM Australia Pty Ltd within 5 (five) days of occurrence.

Direct or Indirect Loss

The liability of the Contract Shooter to the Client arising out of the performance or non-performance of the services, whether under the law of contract, tort or otherwise shall be limited to the cost of rectifying the works which are the subject of the commission.

Maximum amount of Liability

The maximum liability of the Contract Shooter to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the equal to the amount charged or if not specified not to exceed compensation as provided by our insurance cover.

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Duration of Liability

The Contract Shooter shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, tort or otherwise, at the expiration of the period 12 months from the date of the last shoot/event, and the Client (and/or persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against the Contract Shooter (or any employee of the Contract Shooter in respect of the Services after that date.

Estimates of Project Cost

If the services include giving to the Client an estimate of the likely costs for the project the Contract shooter warrants only that they will exercise the reasonable skill, care and diligence of a Contract Shooter in the preparation of their professional opinion of those costs.

Extent of Warranty

The Contract Shooter does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services except to the extent, if any, required by law or specifically provided for in this Agreement. If apart from this Clause any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded.

Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these terms and conditions of all or any of the provisions of The Competition and Consumer Act 2010 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

LIMITATIONS

Breach of the following Limitations by the Client may result in the termination of any recommendation & resultant agreement.

1. It is the responsibility of the Client to ensure that any 'Targeted Areas' are not disturbed and are kept clear of any people so as to avoid any possibility of harm by shooting, ricochet, traps etc.
2. ADGAM Australia Pty Ltd must be notified IMMEDIATELY of any risks that might affect the outcome of our shooting efforts.
3. Any recommendation & resultant agreement does not include the inspection and assessment of matters outside the scope of ADGAM Australia Pty Ltd. Accordingly, this is not an inspection report or management proposal for timber pests such as termites, wood borers, fungal decay and chemical delignification or other excluded pests including bed bugs. We shoot/trap feral/pest animals. Any work outside that scope has not been considered in any recommendation & resultant agreement.
4. Inspections only cover areas of the property which are normally accessible. Inspections do not cover areas which are inaccessible or not readily accessible or obstructed at the time of inspection. All quotes/recommendations unless otherwise stated have not allowed for any access equipment such as height platforms, hides, ladders, scaffolds etc.

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5. ADGAM Australia Pty Ltd is not liable for any reliance placed on any recommendation & resultant agreement by any third party other than that disclosed by the Building Owner named in the recommendation and subsequent agreement who may have provided instruction to the Client.
6. Any recommendation & resultant agreement only applies to the work of ADGAM Australia Pty Ltd. It does not apply to the work of any other pest manager or successor in business with ADGAM Australia Pty Ltd.
7. Any agreed service obligations are strictly between ADGAM Australia Pty Ltd and Client and Building Owner named in any final agreement document. All service obligations terminate on sale or transfer of ownership of the property. A new owner must contact ADGAM Australia Pty Ltd to re-establish any agreement.

EXCLUSIONS

1. Any recommendation & resultant agreement expressly excludes the treatment, rectification or repair of damage resulting from past, current or future shooting or trapping activity.
2. Any recommendation & resultant agreement expressly excludes the treatment, rectification or repair of any shooting or trapping damage which has been neglected through the actions or inactions of the Building Owner or its servants, agents or invitees.
3. We exclude: Body collection (other than retrieval from ground level), cleaning of blood stains, responsibility for birds landing outside the property and any liability for any negative social media, TV coverage or other forms of media public coverage or print.
4. Clearing and cleaning any bird nests, droppings, or other debris, past deterrent removal i.e. nets, spikes, owls etc.

TERMINATION

This contract may be terminated by ADGAM Australia Pty Ltd forthwith if the Client is in breach of any of his/her obligations under any contract or if the Company going into liquidation, receivership or administration or if the Client shall commit an act of Bankruptcy or have any Receiving Order made against him/her or shall make any arrangement with his/her creditors or any Assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of The Client's property or any judgement against The Client shall remain unsatisfied for more than 14 (fourteen) days. The Client may only assign the burden of this contract with the prior written consent of ADGAM Australia Pty Ltd.

Shooting

Any pest destruction order is binding for the agreed value and quantity of shoots. You may terminate a pest destruction order provided written notice is received 48 hours prior to the first nominated shoot date. The value of any shoots already undertaken will be in accordance with our published or quoted pricing.

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For example, if one shoot or a three shoot order has been carried out prior to the cancellation, the price for one shoot will apply. Any additional cost such as travel, accommodation etc will be charge at cost plus 20% or as stipulated per the published price.

Trapping

Any contract for service, where applicable, is binding for the agreed value and term of the contract. The contract shall continue unless terminated at the end of the contract and may only be cancelled on one month's written notice. If the Client decides to terminate the contract before the agreed end date, the Client shall be liable for the remaining term outstanding, payable within 7 (seven) days of termination.

CHANGES AND CANCELLATIONS

All cancellations must be done in writing during normal business hours. Cancelling a weekend shoot should be done via a telephone call and followed up with a written conformation. We have a 48 hour cancellation policy. It takes time, coordination and equipment preparation to arrange a shoot. The full value of the shoot will be charged, including travel costs, if we reach site only to be advised that the shoot is cancelled. Notice provided less than 48 hours but before arriving on site means you will be charged our minimum fee of \$200 + GST. Travel charges will not be charged.

WEATHER

Changes or rescheduling due to weather will be decided by our shooter and advised as soon as the conditions again become suitable to making an informed decision. No cost or liability will be attributed to either party as this is beyond either parties control. We generally consider rain, gusty winds or above 15 KPH or temperatures above 40 degrees unsuited to shooting.

ACTIVISTS/ANTI SHOOTING/OPPOSING PERSONS

Right to Life, Pro-Life, Animal Activists, RSPCA, PETA, individuals morally/ethically opposed, etc. herein all share a common bond, that animals are protected from harm. While we aim to minimise harm and try to remain as covert as possible, we will not be held liable for any consequence caused by those individuals or groups who might be opposed to or offended by shooting or trapping pest/feral animals. We will where we have reason to believe the client might face an elevated chance of engaging with any animal activists or group notify them as soon as possible and allow them the opportunity to proceed or terminate our services. But we repeat, we will take all due care to avoid any consequence or involvement, but are not liable for any consequence caused by those mentioned previously or anyone who is against/opposes the services provided by AGDAM Australia Pty Ltd.

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SPECIAL CONDITIONS

The Client acknowledges (see also Item 5):

1. Before the commencement of any work or on breach of this Agreement, the ADGAM Australia Pty Ltd reserves the right to terminate any recommendation & resultant agreement at ADGAM Australia Pty Ltd absolute discretion. In this even, any fees, deposit or other monies paid by the Client will refunded other than the cost of work executed to the date of termination of this Agreement.
2. ADGAM Australia Pty Ltd shall not be liable for failure to perform any duty or obligation that ADGAM Australia Pty Ltd may have under this agreement, where such failure has been caused by inclement weather, industrial disturbance, and inevitable accident, inability to obtain labour or transportation, structural or environmental conditions, or any cause outside the reasonable control of ADGAM Australia Pty Ltd.
3. If during the course of undertaking the agreed Service Option it is found that structural or environmental conditions prevent the ADGAM Australia Pty Ltd performing any sections of the agreed service option, then the terms of the option offered will be reviewed and the cost of the service option revised. The prices quoted are valid for 30 days, after that the ADGAM Australia Pty Ltd reserves the right to make revisions.
4. No liability will be accepted for damage done to concealed services such as telephone, power, gas, water or drainage by drilling and/or cutting through masonry, concrete, timber or other surfaces unless clear and accurate plans of such services are provided to ADGAM Australia Pty Ltd prior to commencement of work. The Building Owner shall indemnify ADGAM Australia Pty Ltd from the costs and damages that may arise from any action, suit, claim or demand which arises from the failure of the Building Owner to supply these plans before commencement of work.
5. The Building Owner accepts that in undertaking any recommendation & resultant agreement damage may be caused to the property. The Building Owner will not require such damage to be rectified and indemnifies ADGAM Australia Pty Ltd from any claim arising from such damage where it occurs in the normal course of carrying out any agreed Service Option.
6. ADGAM Australia Pty Ltd reserves the right to revise the price of the agreed Service Option if the Building Owner or their servants, agents or invitees restrict or hinder ADGAM Australia Pty Ltd free access to the Property.
7. All monies are due and payable, upon invoice. All agreements to provide future services are void unless payment has been received in full.
8. The Building Owner warrants it will provide full co-operation with ADGAM Australia Pty Ltd during the term of any agreed Service Option, and agrees to maintain the treated area(s) free from any factors contributing to pest activity.
9. ADGAM Australia Pty Ltd must be notified immediately of any evidence of active (live) pests found.

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10. The Client warrants that he is authorised to bind the Building Owner to any recommendation & resultant agreement.
11. We take no responsibility for pest being at the arranged shoot. The owner is liable for the full agreed fee regardless of how many or even if any animals are shot (if a per hour fee is agreed upon).

IMPORTANT HEALTH & SAFETY INFORMATION

The Client acknowledges:

1. If the Building Owner or other occupants of the property or adjacent building believe they are at risk the Building Owner must advise ADGAM Australia Pty Ltd in writing in advance of any scheduled event, including whether the Building Owner or other occupants have consulted with other parties that may have relevant risks. ADGAM Australia Pty Ltd reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents the Building Owner's assumption of risk and waiver of any claims against ADGAM Australia Pty Ltd in connection with such situation.
2. When requested by ADGAM Australia Pty Ltd the Building Owner must protect or remove any people, animals, birds, fish, goods or possessions during they consider might be at risk during the shooting or trapping event.
3. The Building Owner must at all times strictly follow any written or oral advice, recommendation or information given by ADGAM Australia Pty Ltd.

THE "PERMISSION TO HUNT" FORM, NEEDS TO BE SIGNED AND DATED PRIOR TO THE COMMENCEMENT OF WORK. THESE ARE KEPT ON PERSON FOR APPROPRIATE USE TO CONFIRM WITH ANY AUTHORITY/AUTHORITIES AS TO THE LEGALITY OF WORK BEING PERFORMED ONSITE BY THE OPERATOR.

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