



# TERMS & CONDITIONS

## 1. THE CUSTOMER

*THE CUSTOMER* means 'THE CUSTOMER' as specified at the top of the Service Agreement and Invoice.

## 2. PAYMENTS FOR ANNUAL SERVICE AGREEMENTS

- a) 'THE CUSTOMER' will make payments to Essex & Herts Pest Control as agreed in the Service Agreement, prompt and regular payments via Standing Order or Bacs is a condition of the agreement.

### PAYMENTS FOR ONE-OFF TREATMENTS & SHORT TERM TREATMENT PLANS

- b) 'THE CUSTOMER' will pay Essex & Herts Pest Control either by cash or cheque on the completion of treatment. A receipt and report will be issued for all work completed.

## 3. ESSEX & HERTS PEST CONTROL – OBLIGATIONS

- a) The pest control service will be carried out in a professional manner at regular intervals as specified in the service agreement. Our technician will use and apply pesticides and monitoring devices, as they deem appropriate on each visit. Any infestation covered by the agreement and discovered during a visit will be treated immediately.
- b) Our technician will report to the site contact on each visit and will leave a written report on the findings, treatments and recommendations made during the inspection.
- c) If extra visits and treatments to control the pests specified on the service agreement are required, these will be carried out at no extra cost.

## 4. THE CUSTOMER'S OBLIGATIONS

- a) To minimise pest incidence by carrying out in reasonable time those recommendations made by the pest control technician (3b. above)
- b) To provide access for Essex & Herts Pest Control representatives to carry out its services at any reasonable time or as specified.
- c) To make prompt payment. (2. above)

## 5. THE CUSTOMERS OBLIGATIONS – FLY CONTROL UNITS

When a hire/maintenance contract exists, *THE CUSTOMER* must take reasonable care of the unit(s) installed their premises, damage over and above the normal wear and tear will result in additional call out charges at the agreed rate.

## 6. LIABILITY

*Essex & Herts Pest Control does not accept any liability for loss, damage or injury to any domestic animals, livestock, birds, goods or equipment unless the loss, damage or injury was occasioned by negligence of themselves or their staff. Notice of such loss, damage or injury must be notified in writing to Essex & Herts Pest Control within 7 (seven) days of occurrence.*

## 7. TERMINATION

*This contract may be terminated by Essex & Herts Pest Control forthwith if 'THE CUSTOMER' is in breach of any of his/her obligations under this contract or (being a Company) goes into liquidation or if 'THE CUSTOMER' 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 CUSTOMER'S' property or any judgement against 'THE CUSTOMER' shall remain unsatisfied for more than 14 (fourteen) days. 'THE CUSTOMER' may only assign the burden of this contract with the written consent of Essex & Herts Pest Control.*

*In addition, Essex and Herts Pest Control reserve the right to terminate this contract for any reason and will provide 'THE CUSTOMER' 1 (one) month's notice in writing.*

*The service agreement is binding for 1 (one) year from the start date and shall continue unless terminated at the end of the first year or any subsequent invoicing quarter subject to 1 (one) quarter's prior notice in writing. 'THE CUSTOMER' will be liable to half (50%) of the premiums that would become due up to the end of the contract period plus any premiums overdue up to the date of cancellation.*

## 8. THE CONDITIONS

*The conditions 1 to 7 above, together with the entire agreement between Essex & Herts Pest Control and 'THE CUSTOMER', any other alleged terms being expressly excluded.*

**Essex & Herts Pest Control use these terms and conditions in the interests of promoting a standard of business conduct and ethics.**

### General Terms & Conditions

- **To ensure that all pest management work is carried out in accordance with industry codes of practice and regulations and with due attention to consumers, employees and the environment.**
- **To honour all warranty commitments with prompt courteous attention.**
- **To attend to consumer complaints promptly and ensure that these are resolved.**
- **To adopt a professional image and behave responsibly at all times.**
- **To honour all visits arranged with each client.**
- **To arrange a prompt alternative appointment in the unlikely event an appointment is cancelled.**