

1. **Definitions**

In these terms and conditions, except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, "he" includes "she" and "it" and vice versa, and the following expressions shall have the following meanings:
"this Agreement" means the Agreement between CSS PEST SERVICES LIMITED Ltd ("the Company") and the Client for the provision of the Service comprising the terms overleaf, these terms and conditions, the specification (if any) and any other document expressly referred to any of the foregoing as forming part of the Agreement
"the Service" means the service to be provided by the Company to the Client as specified overleaf or in the Specification (if any)
"the Specification" means the schedule, if any, a copy of which is annexed hereto and which, for the purpose of identification, has been signed by or on behalf of the Company and the Client
"the Premises" means the premises referred to overleaf
"Equipment" means any equipment provided under Condition 5.

2. **Duration**

This Agreement shall take effect on the Start Date and shall continue in force, subject to the provisions of condition 14, until terminated by either party giving to the other at least three months' notice in writing expiring at the end of the Initial Period or three, six, nine or twelve months after the end thereof or after any subsequent anniversary of the Start Date (as the case may be).

3. **Provision of the Services**

In consideration of the Client agreeing to:

- a) pay the Company the fees payable under this Agreement in accordance with its terms and conditions; and
- b) observe and perform the other terms and conditions of this Agreement on its part to be observed and performed, the Company hereby agrees that it will provide the Service to the Client for the term of this Agreement.

4. **Fees & Payment Arrangements**

- 4.1 The provisions of Condition 4.2 the Client shall pay to the Company the fee specified overleaf (together with Value Added Tax at the rate for the time being in force) in respect of the provision of the Service.
- 4.2 Unless otherwise agreed or provided for in this Agreement, the Company may increase the fee payable in respect of any period after the first anniversary of the Start Date. Unless disputed by the Client in writing within 30 days of the date of the invoice issued incorporating the increased fee, then such increased fee shall be deemed to have been accepted by the Client.
- 4.3 All fees shall become due for payment within 14 days of the date of invoice or the Start Date or an anniversary thereof to which it relates, whichever shall be the earlier, time of payment being of the essence of this Agreement. Unless otherwise agreed by us in writing
- 4.4 If any amount to be paid by the Client under this Agreement shall become overdue the Company may (without the prejudice to any of its other rights) charge interest on the overdue amount at the rate of eight per cent (8%) per annum over Lloyds Bank Plc base rate for the time being in force (for the periods both before and after judgement).
- 4.5 If you fail to pay us in full on the due date, we may charge you interest.
 - a) at a rate of 8% above our bank's base rate from time to time in force.
 - b) calculated (on a daily basis) from the date of our account until payment.
 - c) compounded on the first day of each month; and
 - d) before and after any judgment (unless a court order's otherwise).
 - e) We may recover (under clause 13) the cost of taking legal action to make you pay.

5. **Equipment Provided**

- 5.1 As part of the provision of the Service the Company may provide items of monitoring, bait holding, fly killing or other associated equipment to be placed on the Premises. All such equipment shall remain the property of the Company unless otherwise agreed in writing.
- 5.2 The Client shall insure such equipment in its full replacement value as notified by the Company from time to time against all risks prudently insurable against with a reputable insurer during the term of this Agreement. The Client shall notify the Company forthwith upon making an insurance claim in respect of any of the Equipment and shall not agree the settlement of such claim without the Company's prior written consent. The Client shall appoint the Company as its agent for the purpose of dealing with such claim and shall authorise the insurer to pay any settlement of the claim in respect of such Equipment to the Company.
- 5.3 The Client shall notify the Company forthwith upon coming aware that any of the Equipment is damaged or is not in good working order, condition and repair, or is not functioning properly.
- 5.4 The Client shall be liable for any loss, theft or destruction of or damage to the Equipment howsoever caused from the time of delivery until it is removed by the Company.
- 5.5 The Client shall not sell, assign, mortgage, charge, underlet or part with the possession of the Equipment or any interest in it, or remove it from the Premises or, without the Company's prior written consent (such consent not to be unreasonably refused) move it from the location on the Premises where the Company shall have placed it.

6. **Clients General Obligations**

- The Client hereby agrees that in order to facilitate the provision of the Service it shall:
- 6.1 afford the Company's technicians access to the Premises between the hours of 8am and 5pm on Mondays to Fridays excluding bank holidays or at such other times by prior agreement to allow the service to be provided.
 - 6.2 give the Company and its technicians all such facilities, assistance, and confirmation as it or he may reasonably require in connection with the provision of the Service.
 - 6.3 without prejudice to the provisions of paragraphs 6.1 and 6.2 above, at all times during the term of this Agreement immediately inform the Company in writing of any change in use and/or any other circumstances in relation to the Premises (or if required by the Company, in relation to any other premises owned, occupied or used by the Client or the owner of the Premises), which may affect the provision of the Service.
 - 6.4 comply with all recommendations made by the Company as to the proofing and hygiene. The Client acknowledges that failure to comply with any such recommendations may result in the suspension (during which the fees payable under this Agreement shall remain payable) of subsequent visits/callouts to the Premises or that an additional charge may be made for such visits or callouts. The Company shall be under no obligation to make good any visits missed due to the result of any suspension.

7. **Visits Outside Normal Hours**

Visits by the Company's technicians to the premises outside the hours of 8am and 5pm on Mondays to Fridays which are not bank holidays will be subject to an additional charge at the Company's standard rates for such visits for the time being in force. Where an appointment to visit has been made or no appointment has been specified as being necessary and the Company's technician is refused access to the premises a charge for an aborted visit may be made.

8. **Acceptance of Liability**

- 8.1 Nothing in this Agreement shall exclude or restrict any legal liability of the Company for death or personal injury resulting from the negligence of the Company.
- 8.2 The Company accepts liability for injury, death or damage to any domestic animal, bird, livestock, goods or Equipment or other property of the Client caused by the Company's negligence provided that notice in writing of any such death, injury or damage is given to the Company within 5 days of its occurrence.

9. **Exclusion of Liability**

The Company shall not be liable for:

- a) economic loss which may be incurred by the Client or any third party which shall include, without limitation, loss of profits, reputation, goodwill, business, use of any interest, services of an employee or agent, anticipated savings, expenses rendered futile by the breach and any expenses caused by the breach; or
- b) any other consequential or indirect loss or damage which may be incurred by the Client or any third party; or
- c) any direct loss other than described in condition 8; or
- d) any claim made against the Client by any other party, howsoever any such loss or damage or claim was caused, even if such loss, damage or claim was, or ought reasonably to have been, in the parties' contemplation at the date of this Agreement as being likely to occur.

10. **Limitation of Liability**

- 10.1 In no circumstances whatsoever other than under clause 8.1 shall the Company's legal liability to the Client exceed Two Million Pounds.
- 10.2 The Client agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can effect at more economic rates than the Company, appropriate insurance cover for its business and property including without limitation, cover against loss, damages, costs, claims and expenses referred to in conditions 9, 10 and 11. The Client therefore acknowledges that it is reasonable for the Company to agree to provide the Service and to fix the fees therefore on the basis of the exclusions and limitations of liability set out in this Agreement and the Client agrees that it will be reasonable for effecting such insurance cover as may be appropriate to its business and property including (but not limited to) such insurance cover as mentioned above.
- 10.3 The Client agrees and acknowledges that it will ensure that the Client's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Client.

11. **Events Beyond the Company's Control**

The Company shall not be liable under this Agreement wherever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of any 'force majeure' and/or fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labour difficulties (whether of the Company or of third parties), machinery breakdown, inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delays in transit or any other circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond its reasonable control. The Company undertakes to use its reasonable endeavours to overcome any such difficulties, but reserves the right to cancel, suspend or vary its obligations under this Agreement.

12. **Statutory Obligations of the Client**

The Client acknowledges that the provision of the Service does not absolve the Client from any of the responsibilities, duties, or obligations which the Client may have under any legislation relating to the Premises or its business.

13. **Indemnity**

The Client agrees to indemnify the Company in respect of any loss or damage which the Company or any third party may incur arising out of the misuse by the Client of the Service or the Equipment or arising out of the Client's breach of any of the terms of this Agreement. In particular (but without prejudice to the generality of the foregoing) the Client agrees that it will maintain in full force and effect at all times full and valid insurance cover in respect of employer's liability, personal injury liability and third-party liability in connection with the Premises and its business. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms

14. **Termination**

- 14.1 If the Client shall fail to pay to the Company any sum due under its Agreement within 90 days of the due date: or
 - a) shall commit a material breach of any provision of this Agreement (other than as to payment) or persistent breaches of any provision of this Agreement; or
 - b) shall fail to notify the Company of any change which the Company reasonably deems to be of a material nature in relation to the Premises or its business; or
 - c) being a company, shall have a petition presented to its winding-up or for the appointment of an Administrator or if a resolution shall be passed for its winding-up or a Receiver or an Administrative Receiver shall be appointed over all or any of its assets or a proposal shall be made for a voluntary arrangement regulating its affairs; or
 - d) being a partnership, the partnership shall be dissolved, or a Receiver appointed over the partnership or over any of its assets; or
 - e) being an individual, an application shall be made for an interim order in respect of the Client then and in any such event the Company may by notice to the Client at any time thereafter terminate this Agreement forthwith.
- 14.2 Termination of this Agreement other than in accordance with clause 2 hereof shall not entitle the Client to be refunded any sum previously paid to the Company.
- 14.3 If the Client shall terminate this Agreement before the end of the Initial Period, being a period of more than twelve months, the Client shall pay to the Company by way of liquidated damages on the date of such termination, a sum equal to 50% of the fees payable in respect of the remainder of the Initial Period at the rate payable on such date together with all other sums due to the Company on or before such date under this Agreement.
- 14.4 Following termination of this Agreement for whatsoever reason the Company shall be under no further obligation to provide the Service to the Client.
- 14.5 Any termination of this Agreement shall not prejudice any rights of the parties which shall have accrued prior thereto.

15. **Assignment**

This Agreement may be assigned, mortgaged, or charged by the Company but may not be assigned, mortgaged or charged by the Client without the Company's prior written consent.

16. **No Waiver**

The Company's failure to exercise and no delay in exercising any of its rights, powers or privileges hereunder shall operate as a waiver of any of them in any manner whatsoever or affect its subsequent exercise of any of them. No waiver by either party shall be effective unless it is in writing.

17. **Entire Agreement**

- 17.1 This Agreement (which may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties hereto) sets forth the entire Agreement and understanding between the parties hereto in connection with the transactions contemplated by this Agreement which supersedes all prior negotiations, documents, and agreements with regard thereto.
- 17.2 Each party hereto acknowledges that in entering into this Agreement it does not do so based on, and does not rely on, any representation, warranty or provision except as expressly therein provided and all conditions, warranties or other terms implied by statute, common law, trade usage, custom or otherwise, are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the Client waives any right it may have to claim damages for misrepresentation or to rescind this Agreement unless the misrepresentation was made fraudulently.

18. **Notices**

Any notice required to be given hereunder shall be in writing and may be given personally or by sending the same by facsimile machine or email or express pre-paid registered post in the case of the Company to the Company at Suite 1, Keynes House, Chester Park, Alfreton Road, Derby, DE21 4AS or such other address as the Company may from time to time have notified to the Client and in the case of the Client to the Client at the address specified overleaf or such other address as the Client may from time to time notify to the Company. Any notice if so sent shall be deemed to have been given five days after the date of posting. Any notice if so sent by facsimile machine or email shall be deemed to have been given twenty-four hours after the time of sending provided it is confirmed by a notice in writing sent by post as aforesaid or given personally.

19. **Law and Jurisdiction**

The formation, interpretation and performance of this Agreement shall be governed by English law. Each of the parties hereto submits for the benefit of the Company to the non-executive jurisdiction of the English Courts.

20. **Headings**

The headings of the conditions of this Agreement are for convenience only and shall not affect their interpretation.