

These Terms and Conditions apply to all Services provided by CSS Pest Services Limited, a company registered in England and Wales under number 07528630, whose registered office address is Suite 7 Keynes House, Chester Park, Alfreton Road, Derby, England, DE21 4AS (referred to as “the Company/we/us/our”).

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Client/you/your**” means the business, corporate body, sole trader or Consumer purchasing the Services (including but not limited to where the Services have been purchased on the behalf of a third party).

“**Consumer**” is as defined in the Consumer Rights Act 2015;

“**Contract**” means the contract formed as set out in clause 2;

“**Equipment**” means

“**Premises**” means any premises at which our Services are to be provided;

“**Proposal**” means our written or verbal price given to you for the Services to be provided, which unless otherwise specified, remains open for acceptance for a period of 30 days and sets out our entire scope of works; and

“**Services**” means the pest control services including but not limited to treatment, inspection, treatment, control, advice, proofing and prevention to be provided by us to you.

1.2 Each reference to “writing” and “written” includes any correspondence either physically written or sent electronically.

## 2. The Contract

2.1 We will provide you with a Proposal for the Services which will include details of fees and whether the Services are to be on a one-off or retained basis (which may include but is not limited to the estimated number of visits believed to be required).

2.2 Your acceptance of our Proposal whether verbally or in writing will form a legally binding Contract between you and us, which includes the acceptance of these Terms and Conditions.

2.3 Where the Services are on a retained basis, the Services will continue for the minimum agreed term (the “Initial Term”) and thereafter the Contract will be automatically renewed for the same period as set out in the original Term, on the same Terms and Conditions as set out in this Contract (with the exception of the price) on a rolling basis unless a written notice to terminate is given by either party in accordance with clause 8 or 9 below.

2.4 Our Proposal is based on the information provided to us at the time we prepare it. If we attend the Premises and find additional works are required other than those for which we have quoted, we will obtain your permission to carry out the additional Services and will agree a price for these. We will set out the number of planned maintenance visits and your priority callout level (where applicable) in the Proposal.

## 3. The Services (General)

3.1 Our normal working hours are Monday – Friday, 8:30am to 5pm (excluding bank holidays). Unless otherwise agreed, Services required outside of these times will be subject to availability and will incur additional costs.

3.2 The Services will be provided on either a one-off or retained basis, as specified in the Proposal and subject to clause 2.3.

3.3 We will carry out our Services with reasonable care and skill, in accordance with the accepted Proposal and in accordance with best trade practice.

3.4 Any dates we agree are to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.

3.5 Our Services will include inspection of the relevant area and treatment of that area with the intention of controlling the pest. Please note that it may be impossible or impractical to try to eradicate the pest entirely, and should this occur, we will hold no liability for such.

3.6 Unless otherwise agreed, we will not move heavy furniture or other items in order to render the Services. If the Premises is not sufficiently cleared, we may charge for the call out and rearrange the Services for another agreed date.

3.7 Where applicable, we will issue you with any relevant health and safety information and instructions relating to any

chemicals that we may have used during the provision of the Services. Such information must be read and complied with and should any person come into contact with any chemical(s) we may have used, we recommend they follow any instructions given and seek medical attention where necessary.

3.8 We may provide recommendations or make referrals to third party suppliers and service providers. You are under no obligation to accept these recommendations or suggestions but if you decide to, you will be solely responsible for ensuring the relevant third party is suitable for your needs. A separate contractual relationship will be created between you and the third party, under separate terms and conditions. You will be responsible for making arrangements with them and paying them directly and we cannot be held liable for the quality, reliability, or suitability of their products or services or for their actions or inactions.

## 4. Retained Services

4.1 Retained services will be of the quantity and at the intervals specified in our Proposal for the Initial Term as agreed between the parties and any subsequent term.

4.2 Unless otherwise agreed by us, should you fail to use your full quota of maintenance visits during any term, these cannot be carried over to any subsequent term and you will still be liable to pay in full with no discounts offered.

4.3 Your Proposal will include information about what you are covered for under the Contract. Any additional Services provided by us will be charged at our standard rate applicable at the time.

4.4 If, during any term, the Premises changes in any material way or we consider you to need additional visits for any other reason, including changes in legislation, we will notify you accordingly. If the price is likely to increase as a result, we will send you a new Proposal, which once accepted, will supersede the previous Proposal and a new Contract between us will be formed.

4.5 We reserve the right to charge an additional fee for any emergency callouts.

4.6 Please note that callouts are not a substitute for planned maintenance visits. It remains your responsibility to contact us in order to schedule such maintenance visits in line with clause 4.2.

4.7 Upon termination or expiry of the Contract, you must allow us access as soon as is reasonably possible in order to collect any Equipment we may have left at the Premises. We will use all reasonable care and skill when removing the Equipment but we are not responsible for restoring any part of the Premises to its original condition.

## 5. Equipment

5.1 We may loan or sell Equipment to you, at our sole discretion. We will provide a separate Proposal for this on request.

5.2 Any Equipment we may place or leave at the Premises will at all times (unless specifically itemised and paid for by you) belong to us.

5.3 Risk in Equipment will pass to you upon delivery to or installation at the Premises and you will be responsible for ensuring that the Equipment are insured when specified by us and remain in good working order. Where the Equipment has been provided on a temporary basis, risk will only transfer back to you once the Equipment is back in our possession.

5.4 If any Equipment to which we retain title is removed, damaged, lost, stolen or tampered with, we ask that you inform us of this immediately in writing. Please note that you will be responsible for the cost of any necessary repairs or replacements.

5.5 Please note that any Equipment fitted by us, including but not limited to rat traps and bait stations may require regular inspection and maintenance as per our instructions. We may, at our discretion (or where we have provided the Equipment on a temporary basis) agree to service the Equipment, and will require all reasonable access to the Equipment in order to be able to carry this out.

## 6. Your Responsibilities

- 6.1 You are responsible for ensuring that:
- 6.1.1 the Premises is suitable for our Services to be carried out (for example, if flooring is to be treated, it must be in reasonable condition or it may suffer minor damage as a result). In the event of bed bugs all beds should be stripped of all soft furnishings as well as removing such items from any cupboards or wardrobes and placed sealed in plastic bags. These articles should then be laundered prior to reuse. All furniture must be emptied and moved away from the wall to enable spraying, all drawers or doors must be unlocked and open. Floors should also be clear of debris and vacuumed (including behind moved furniture), and if required, removed, ready for treatment;
  - 6.1.2 the Premises and any and all parts of it that we may need to access are safe and sound to do so, and any dangers present, (e.g. broken glass, loose paving slabs, rotten decking), are made known to us before any Services commence. If we deem access to be unsafe, we reserve the right to cancel the Contract in accordance with clause 9;
  - 6.1.3 you or another adult nominated by you are present during the Services. This may vary where we are providing certain treatments and you agree that, as a result of this, you and all resident(s) may be requested to vacate the Premises whilst we are providing the Services, and for a specified period thereafter;
  - 6.1.4 we can access the Premises (and neighbouring land, where necessary) to provide the Services on the agreed dates and at the agreed times;
  - 6.1.5 a minimum of 3 working days' notice is given if we will not be required to provide our Services on the agreed day and in this event, we will not charge for the cancelled visit at our discretion;
  - 6.1.6 you comply with our recommendations and advice, including regarding prevention, where applicable. We cannot be held responsible where you have failed to do this and reinfestation or damage to the Property or any items has occurred as a result (though we may, at our sole discretion, agree to treat any reinfestation that has occurred within 72 hours of any specific treatment being completed by us); and
  - 6.1.7 if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you have obtained these before we begin the Service;
  - 6.1.8 electricity, gas and water is provided, at no cost to us, to enable us to complete the works and, if necessary, any remedial works; and
  - 6.1.9 children and pets are kept away from any treated areas, traps, rodenticide, and bait stations, and that they are appropriately supervised at all times whilst we are providing the Services.
- 6.2 On arrival, should it be deemed that the Premises was not reasonably prepared to the standards outlined above where possible we will still treat it, or the visit will be rearranged. We will not be held liable for any delays as a result and we reserve the right to recover any costs we incur, such as for wasted visits to the Premises.
- 6.3 If you fail to comply with any of your responsibilities outlined in this clause 6, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of materials or non-productive visits to the Premises.

## 7. Fees and Payment

- 7.1 You may be required to pay a deposit and/or pay in advance prior to each visit. We cannot schedule a date for the works to commence until any advance payments have been received in full.
- 7.2 Unless otherwise agreed by us in writing, we will invoice for the Services annually in advance, at the commencement of each term. Please note that we will not commence the Services until we have received payment in full.
- 7.3 All fees are payable in full, within 14 days of invoice unless otherwise agreed, without set-off, withholding or deduction.
- 7.4 All fees quoted are expressed inclusive of VAT where applicable, unless otherwise stated.

- 7.5 If we are not able to access the Premises or the pest is no longer present, a callout fee may still be payable.
- 7.6 Interest is payable on all overdue sums from the date payment was due until it is actually made, at the rate of 8% per annum above the Bank of England base rate from time to time. We also reserve the right to suspend any further Services and charge for costs associated with recovering late payments.
- 7.7 Any variation in the Services to be carried out must be agreed in writing before we can proceed. Any fee or price variation will become due for payment to us in accordance with the terms for payment above.
- 7.8 Our prices may change at any time, but these changes will not affect valid Proposals or orders that we have already accepted.

## 8. Cooling Off Period – Consumers Only

- 8.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed (at the commencement of any initial Term, as well as any subsequent term) and ends at the end of 14 calendar days after that date.
- 8.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately using the contact details provided with the Proposal. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 8.3 If you cancel within this period, you will receive a full refund of any amount paid to us under the Contract, using the same payment method you used unless you request otherwise. In any case, you will not incur any fees as a result of the refund.
- 8.4 It is likely that the date for the Premises visit or the start date for the works will fall within the cooling off period, in which case you must make an express request for the Services to begin within the 14-day cooling off period. By making such a request, you acknowledge and agree that:
  - 8.4.1 If the Services are completed within the 14-day cooling off period, you will lose the right to cancel once those works are completed; and
  - 8.4.2 If you cancel the Contract after the Services have begun, you will remain liable to pay for Services supplied up until the point at which you inform us of your wish to cancel. We will therefore keep any payments made in advance for such works.

## 9. Other Cancellation Rights

- 9.1 Subject to clause 9.2, where the cooling off period has elapsed or where you are not a Consumer, you shall not be permitted to cancel the Contract unless expressly agreed otherwise by us in writing.
- 9.2 Either party may cancel this Contract at any time without liability by giving written notice, if either:
  - 9.2.1 breaches the Contract in a material way and fails to remedy the breach within 14 days of being asked to do so in writing (a breach is considered material if it is not minimal or trivial in its consequences to the cancelling party, regardless of whether it was caused by any accident, mishap, mistake or misunderstanding); or
  - 9.2.2 go into bankruptcy, liquidation or administration, if a receiver is appointed.
- 9.3 We reserve the right to cancel the Contract at any time and will confirm this in writing. We also reserve the right to cancel the Contract if:
  - 9.3.1 we or our representatives are subjected to threats of any kind, actual physical harm or any verbal abuse; or
  - 9.3.2 we deem the Premises and/or any parts of it that we may need to access to be unsafe for any reason.
- 9.4 If either party cancels under this clause 9, you will only be required to pay for Services and equipment we have already provided up until the cancellation date. These sums will be deducted from any refund due to you or invoiced to you, depending on the amount paid at the date of the cancellation.

## 10. General Liability

- 10.1 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 10.2 Subject to this clause 10, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 10.3 We accept no liability in respect of delays or damage due to causes beyond our reasonable control including, but not limited to, illness, power failure, industrial action, mechanical breakdown, civil unrest, fire, flood, adverse weather, earthquakes, pandemic or epidemic, acts of terrorism or war or governmental action.
- 10.4 We will not be held responsible for any harm, (including poisoning or physical injury), to any person, pets, (whether residing at the Premises, visiting or on any form of business), plants, vegetation, ponds etc., (this list is not inclusive), or damage to the Premises to the extent it is found that such harm was as a result of any equipment placed on the Premises having been tampered with, mistreated or damaged in any way.
- 10.5 We will not be liable to you for any indirect or consequential loss, loss of profit or interruption to business.
- 10.6 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract.
- 10.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer, where applicable, under any consumer protection legislation. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

## 11. Data Protection

- 11.1 Any data we hold will only be collected, processed and held in accordance with the Data Protection Act 2018, the General Data Protection Regulation 2016 ("GDPR") and any amendments to them. For further information, please refer to our privacy policy.
- 11.2 Please note we may take photos whilst at the Premises, but such photos will not contain any personal data as defined in the GDPR.

## 12. Other Important Terms

- 12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 12.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.

13. **Governing Law and Jurisdiction:** These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.