

These Terms and Conditions apply to all Services provided by Old Bills Pest Control, a company registered in England and Wales under number 10839259 of C/O Cox Costello & Horne 26 Main Avenue, Moor Park, Northwood, England, HA6 2HJ (referred to as "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: "Acceptance" means the acceptance of our Quotation and/or the placement of an order, and includes the acceptance of these Terms and Conditions;

"Client" means you, an individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business shall be the Client in the context of this Contract;

"Contract" means the contract formed upon Acceptance by the Client as detailed above for our provision of the Services;

"Property" means any premises at which our Services are to be provided;

"Quotation" 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 constitutes our entire scope of works; and

"Services" means the pest control services (and any other services as may be detailed in our Quotation) to be provided by us to you.

1.1 Each reference in these Terms and Conditions to:

- 1.1.1 "we", "us" and "our" is a reference to the Company;
- 1.1.2 "you" and "your" is a reference to the Client;
- 1.1.3 "writing" and "written" includes emails and text messages;
- 1.1.4 a statute is a reference to that statute as amended or re-enacted at the relevant time;
- 1.1.5 "these Terms and Conditions" is a reference to these Terms & Conditions as amended or supplemented at the relevant time;
- 1.1.6 a clause refers to a clause of these Terms and Conditions;
- 1.1.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.3 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

1.2 No terms or conditions stipulated or referred to by the Client in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2. The Contract

2.1 Your acceptance of our Quotation includes acceptance of these Terms and Conditions, and this will form a legally binding contract between you and us.

2.2 Our Quotation will include the price payable for the Services and for any products we may require to render the Services. We may, if we deem it necessary, arrange to visit the Property before providing our Quotation, to undertake a survey and obtain any required information. We reserve the right to charge for any such surveys. Quotations are usually quoted over the phone.

2.3 Our prices are based on the information provided to us at the time of preparing our Quotation, number of visits are included in the Quotation. Should any errors or discrepancies become evident which affect the Services to be provided, we reserve the right to adjust our price accordingly.

2.4 This contract only covers the pests detailed in the service contract. If the Services is rendered for pests outside of this contract, they will be chargeable as extra.

3. The Services

3.1 We will ensure that our Services are rendered with reasonable care and skill, in accordance with our accepted Quotation and in

accordance with best trade practice.

3.2 Any programme we agree is to be treated as an estimate only and unless otherwise agreed in writing, we shall have no obligation to complete our Services by a specified date.

3.3 Unless otherwise agreed, we will not move heavy furniture or other items in order to render the Services. If the room is not cleared when we arrive at the Property, we may charge for the call out and rearrange the Services for another agreed date.

3.4 Should we attend the Property and find additional works are required other than those which have been quoted for, we will contact you to obtain your permission to carry out the additional Services and will agree a price for these. If we require further equipment or products to render the additional Services, these will also be chargeable and may require a revisit, in which case we will invoice for the additional Services separately to the original invoice.

3.5 You agree to provide us with full and free access to hot and cold running water, free use of electricity and any other amenities that we could reasonably be expected to require in order to carry out the Services.

3.6 Should any person come into contact with any chemical(s) we have used, we recommend they immediately wash the affected area and seek medical attention where necessary.

3.7 We will endeavour to remove any pests that have been treated but we cannot be held responsible for odours or other unwanted effects from those in inaccessible areas.

3.8 We will issue you with any relevant health and safety information and COSHH or other data sheet relating to any chemicals we have used. You must read this information and comply with any procedures contained in them.

3.9 We may require scaffolding and other access equipment in order to provide the Services. We can arrange for this and include it in our Quotation or alternatively, you can arrange this yourself. If you are arranging this yourself, should we find the scaffolding or access equipment is unsuitable for any reason, we will charge for the call out and will rearrange the Services for another agreed date.

3.10 Any equipment (including, but not limited to, bait stations) we may place or leave at the Property will at all times (unless specifically itemised and paid for by you) belong to us. However, the risk in such equipment will pass to you and you will be responsible for ensuring they are insured and remain in good working order. You shall also be responsible for taking necessary health and safety measures including but not limited to trip hazard signage, and we shall not be responsible for any personal injury where this is not complied with.

4. Ongoing Services

4.1 Ongoing Service visits will occur at the frequency and at the intervals specified in our Quotation, for the term agreed, based on advice and any relevant legislation. You will be notified 4 weeks in advance before our visit, to allow time to arrange a change if needed.

4.2 We will also provide 2 free emergency callouts for problems; only then will you be charged. Should this be due to an infestation, treatment will be chargeable.

4.3 Should you fail to use your full quota of service visits, these cannot be carried over to any subsequent term and you will still be liable to pay in full with no discounts offered.

4.4 You must give us a minimum of 7 working days' notice if we will not be required to provide our Services on a particular day or at a particular time. Payment will not be required for cancelled visits provided such notice is given.

4.5 If we are unable to gain access to the Property or we do not receive the required notice to cancel as detailed in clause 4.4 above, we reserve the right to invoice you at our normal rate, together with any costs incurred by us in relation to the non-productive or aborted visit to the Property, should have open door policies in order for us to carry out our work.

4.6 The particulars contained in your Quotation will specify what you are covered for under the Contract. We retain the right to levy

- additional charges for anything not specifically covered in the Contract that you ask us to do.
- 4.7 We will complete a Service sheet after each visit, which we will require you or a representative of yours to sign. A copy of the Service sheet will be left at the Property and should be retained in a suitable location.
- 4.8 Any non-productive or aborted visits where we are not given sufficient notice in accordance with clause 4.4 will count towards your number of visits allocated in your Quotation and you shall be charged should we complete more than the allocated number of visits during the term.
- 4.9 If, during the term of the Contract, the Property 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 Quotation, which once accepted, will supersede the previous Quotation and a new Contract between us will be formed.
- 4.10 Upon termination or expiry of the Contract, you must allow us access as soon as reasonably possible in order to collect any equipment we have left at the Property in accordance with clause 3.10 above.

5. Client's Responsibilities

- 5.1 The Client is responsible for:
- 5.1.1 ensuring the Property is suitable for our Services to be carried out;
- 5.1.2 ensuring that we can access the Property on the agreed dates and at the agreed times to provide the Services.
- 5.1.3 complying with our recommendations and advice, including regarding prevention, where applicable; and
- 5.1.4 ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services. If access is required to neighbouring land, it is your responsibility to ensure that access is granted and we shall not be held liable for any delays arising out of your inability to gain access.
- 5.1.5 Ensuring traps, locked boxes and bait stations are not disturbed and untouched. If such equipment becomes broken or damaged, you will be liable to pay for the damages. We, however, will be responsible for removing and disposing them.
- 5.2 If you fail to comply with any of your responsibilities outlined in clause 5.1 above, 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 Property.

6. Payment

- 6.1 All invoices are payable in full, within 30 days from the date of invoice, without set-off, withholding, deduction or retention. Payments to be made over the phone via a link. All fees are expressed exclusive of VAT where applicable.
- 6.2 For ongoing Services, we will invoice you annually in advance or quarterly in advance. This payment is due before any further visits can be booked.
- 6.3 Interest is payable on all overdue accounts from the date payment was due (as set out above) until actually made, at 8% per annum above the Bank of England base rate from time to time during the period in which interest is payable. We also reserve the right to charge costs associated with recovering late payments.
- 6.4 We reserve the right to withdraw our Services to you in the event that any payments have not been made on or before the due date for payment. Withdrawal of Services for this reason does not constitute abandonment and as such, normal payment will become due until such time as either we or the Client terminates this Contract regardless of whether Service delivery is being maintained at that time or not.
- 6.5 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.

- 6.6 We reserve the right to adjust our fees at the end of each term and will notify you of this in writing.

7. Termination

- 7.1 Either party may cancel the contract giving to the other 30 days written notice prior to the end of the initial term.
- 7.2 Either Party has the right to terminate this Contract immediately if the other Party:
- 7.2.1 has failed to pay any sum due within 5 days from the date payment became due and fails or refuses to do so following the expiry of a written notice requesting such payment within 7 days;
- 7.2.2 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 7.2.3 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 7.3 In the event of termination, all payments required under this Contract will become due and immediately payable and the Client will deliver up to us all items belonging to us which remain at the Property.
- 7.4 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 7 on a pro-rata basis.

8. General Liability

- 8.1 Subject to this clause 8, 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.
- 8.2 We accept no liability in respect of delays or damage due to causes beyond our reasonable control including, but not limited to, staff illness, power failure, industrial action, mechanical breakdown, civil unrest, fire, flood, adverse weather, storms, earthquakes, acts of terrorism, acts of war or governmental action.
- 8.3 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.
- 8.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 8.5 Under no circumstances will we be liable to you for any indirect or consequential loss, loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.6 We are not liable for any loss or damage suffered by you which results from your failure to follow any reasonable instructions given by us.
- 8.7 We are under no obligation to accept a request for treatment and reserve the right to cease providing our Services where the Client is found to be contributing to the problem and/or neglects to act upon advice given by us. In these circumstances, no refund will be offered.

9. **Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.

10. Assignment and Sub-Contracting

- 10.1 We will be free to sub-contract any of our obligations under these Terms and Conditions. Any act or omission of any sub-contractor will be an act or omission of ours.
- 10.2 We may transfer (assign) our obligations and rights under the Contract to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under the Contract will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by them.
- 10.3 You may not transfer (assign) your obligations and rights under the Contract without our express written permission, which will not be unreasonably withheld.
- 11. Data Protection:** Any data we hold will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 2018 and any amendments to such. We will not share your personal data with any third parties for any reasons without your prior consent.
- 12. Notices:** All communications will be in writing and will be deemed to have been duly given when delivered by hand, posted by prepaid post or sent by email to the intended recipient at the address and/or email address stated in this Contract or to such other address or email as that party may specify to the other in writing. Notices sent by email will be deemed received on the first business day after having been sent and notices which have been posted will be deemed received on the third business day following posting.
- 13. Other Important Terms**
- 13.1 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 the Contract.
- 13.2 If any part of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 13.3 No failure or delay by either party in exercising any rights under the Contract means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Contract means that we or you will waive any subsequent breach of the same or any other provision.
- 13.4 Nothing in the Contract will make or be deemed to make us an employee or agent of yours or you an employee or agent of ours.
- 14. Law and Jurisdiction**
- 14.1 These Terms and Conditions and the relationship between you and us will in all respects be subject to and construed in accordance with the laws of England and Wales.
- 14.2 Any dispute, claim or proceedings between you and us relating to the Agreement or these Terms and Conditions will be subject to the jurisdiction of the courts of England and Wales.