

Old Bills Pest Control– Domestic Terms and Conditions

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:
- 1.2 “Client/you/your” means the Consumer purchasing the Services.
 - 1.3 “Consumer” is as defined in the Consumer Rights Act 2015;
 - 1.4 “Contract” means the contract formed as set out in clause 2;
 - 1.5 “Property” means any premises at which our Services are to be provided;
 - 1.6 “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 sets out our entire scope of works; and
 - 1.7 “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.
- 1.8 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 Quotation for the Services which will include details of fees and the estimated number of visits believed to be required. This Quotation will be normally conducted over the phone; however, we can do a site survey to quote, and once accepted, a date will be confirmed.
- 2.2 Your acceptance of our Quotation 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 Our Quotation is based on the information provided to us at the time we prepare it. If we attend the Property 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 the number of visits in the Quotation. We will have signable upfront cost and could charge extra costs.

3. The Services

- 3.1 We will carry out our Services with reasonable care and skill, in accordance with the accepted Quotation and in accordance with best trade practice.
- 3.2 We shall conduct a full risk assessment of the site upon arrival and request you allow us access and reasonable assistance in completing this.
- 3.3 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.
- 3.4 Our service is to attend your property, inspect the relevant area and treat the area with the intention of controlling the pest. It may be impossible or impractical to try to eradicate the pest entirely, and should this occur, we hold no liability for such.
- 3.5 We will issue you with any relevant health and safety information, instructions and COSHH or other data sheets relating to any chemicals, (if any), that we have used. Such information must be read and complied with. Should any person come into contact with any chemical(s) we may have used, we recommend they follow the instructions given and seek medical attention where necessary.
- 3.6 We will endeavour to remove any pests/carcasses that have been treated but cannot be held responsible for unwanted effects from those in inaccessible areas. If we need to gain access to any area to remove pests/carcasses, it will be your responsibility to arrange this, including where walls, floors etc. need to be physically altered or removed, and to make good once our Services are complete. We cannot be held responsible for any damage to the Property, except where we have actually caused this.

Equipment

- 4.1 Our Services will utilise poison in locked boxes and bait stations. These will be left loose in secure locations, where reach by children and pets is limited.
- 4.2 Spray or gel will also be used as insecticides. In this case, the area will need to be vacated until dry.
- 4.3 Any equipment (such as traps and 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.
- 4.4 If any of our equipment is removed, damaged, lost, stolen or tampered with, you will be responsible for paying the cost of replacing the equipment.
- 4.5 You may purchase equipment from us and we will provide a separate Quotation for this on request.

5. Your Responsibilities

- 5.1 You are responsible for ensuring that:
- 5.1.1 the Property 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;
 - 5.1.2 the Property 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 8;
 - 5.1.3 we can access the Property (and neighbouring land, where necessary) to provide the Services on the agreed dates and at the agreed times. If nobody is in the property, you shall have the option of giving us a set of keys to the Property. We warrant that all keys shall be kept safely and securely.
 - 5.1.4 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;
 - 5.1.5 you comply with our recommendations and advice, including regarding prevention, where applicable; and
 - 5.1.6 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 Services.
 - 5.1.7 electricity, gas and water is provided, at no cost to us, to enable us to complete the works and, if necessary, any remedial works;
 - 5.1.8 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.
- 5.2 On arrival, should it be deemed that the property 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 Property.
- 5.3 Any products fitted by us including but not limited to rat traps and bait stations will require regular inspection and maintenance as per our instructions.

6. Payment

- 6.1 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.
- 6.2 All fees are payable in full upon request, or receipt of invoice.
- 6.3 We accept payment via card or bank transfer. All fees quoted are expressed inclusive of VAT where applicable, unless otherwise stated.
- 6.4 If we are not able to access the property or the pest is no longer present, a callout fee will be payable.
- 6.5 Interest is payable on all overdue sums from the date payment was due until it is actually made, at the rate of 4% 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.
- 6.6 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.
- 6.7 Our prices may change at any time, but these changes will not affect valid Quotations or orders that we have already accepted.

7. Cooling Off Period – Consumers Only

- 7.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date.
- 7.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately using the contact details provided with the Quotation. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 7.3 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.
- 7.4 It is likely that the date for the property 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:
- 7.4.1 If the site survey or any other Services are completed within the 14-day cooling off period, you will lose the right to cancel once those works are completed;
- 7.4.2 If you cancel the Contract after the site survey or any other Services have begun, you will remain liable to pay for the survey or any other 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.
- 7.5 Clause 8 applies to cancellation of the Contract after the 14-calendar day cooling off period has elapsed.

8. Other Cancellation Rights

- 8.1 Either party may cancel this Contract at any time without liability by giving written notice, if either:
- 8.1.1 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
- 8.1.2 go into bankruptcy, liquidation or administration, if a receiver is appointed.
- 8.2 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:
- 8.2.1 we or our representatives are subjected to threats of any kind, actual physical harm or any verbal abuse; or
- 8.2.2 we deem the Property and/or any parts of it that we may need to access to be unsafe for any reason.
- 8.3 If either party cancels under this clause 8, 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.

9. General Liability

- 9.1 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.
- 9.2 Subject to this clause 9, 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.
- 9.3 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.
- 9.4 We will not be held responsible for any harm, (including poisoning or physical injury), to any person, pets, (whether residing at the property, visiting or on any form of business), plants, vegetation, ponds etc., (this list is not inclusive), or damage to the Property to the extent it is found that such harm was as a result of any equipment placed on the Property having been tampered with, mistreated or damaged in any way. We will not be liable to you for any indirect or consequential loss, loss of profit or interruption to business.
- 9.6 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

10. Data Protection

- 10.1 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.
- 10.2 Please note we may take photos whilst at the Property, but such photos will not contain any personal data as defined in the GDPR.

11. Other Important Terms

- 11.1 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.
- 11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 11.3 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.
- 11.4 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.
- 11.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

12. 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.

