

This Document Contains both Domestic and Commercial Terms & Conditions

Terms and Conditions of Service - **Domestic**

1. Definitions

- 1.1. Ontime Pest Control Ltd, registered in England and Wales 09930809 of 12 Cromwell Road, Feltham, Middlesex, TW13 5AT;
- 1.2. the Client: the organisation or person who purchases the Services from Ontime Pest Control as specified in the Contract Specification;
- 1.3. the Goods: the merchandise, wares or materials supplied by Ontime Pest Control to the Client and detailed in the Contract Specification;
- 1.4. the Services: the professional services to provided by Ontime Pest Control to the Client and as detailed in the Contract Specification;
- 1.5. the Agreement: these Terms and Conditions together with any terms contained within any Contract Specification; and
- 1.6. the Contract Specification: means the schedule of works, quotation or other similar document giving details of the Goods and or Services to be provided by Ontime Pest Control.

2. General and Interpretation

- 2.1. These Terms and Conditions shall apply to all and any contracts for the supply of Goods and or Services by Ontime Pest Control to the Client and to the exclusion of all other terms and conditions, including any terms and conditions the Customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of Ontime Pest Control.
- 2.3. In the Agreement any references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 2.4. In these Conditions headings will not affect the construction of these Conditions.

3. Charges, invoicing and payment

- 3.1. A contract for the supply of Goods and or Services will only be formed when Combat Pest Control confirms acceptance of the Client's order. A purchase order or letter of intent will not form a binding contract until such acceptance has been communicated by Ontime Pest Control.
- 3.2. Combat Pest Control's fees for the supply of Goods and or Services will be detailed in the Contract Specification.
- 3.3. Invoiced amounts shall be payable within 3 days of receipt of the invoice (unless specified otherwise on the invoice or in the Contract Specification).
- 3.4. Ontime Pest Control is entitled to charge interest on overdue invoices from the day after the final date on which payment was due until the date on which payment was made. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank England currently in force.

Pest Control. Such costs may include, but are not limited to, the fees paid to any third party debt collecting agency instructed to collect the late payment from the Client.

- 3.6. Where the Client fails to make payment of an invoice by the final date for payment in accordance with this clause and the Contract Specification, 2WLP3HVW&RWRO, shall be entitled to, on submission of seven days' written notice, suspend performance of the Services until payment of the outstanding amount has been made by the Client.
- 3.7. Where 2WLP3HVW&RWRO suspends performance of the Services in accordance with Clause 3.5 the Client shall not instruct any other company, person(s) or organisation to perform the Services.
- 3.8. The Client agrees that it shall be liable for any costs and damages incurred by Ontime Pest Control in consequence of Combat Pest Control's suspending performance of the Services in accordance with Clause 3.5.
- 3.9. The Client further agrees that suspension of the Services in accordance with Clause 3.5 shall not amount to a breach of this Agreement by Ontime Pest Control.
- 3.10. Where Ontime Pest Control has been instructed by a Management Agent retained by the Client to perform the Services and the Client fails to make payment within this provision then Ontime Pest Control shall be entitled to enforce its right to payment under this agreement against the Management Agent.

4. Cancellation

The Client may cancel the appointment with more than 24 hours notice and no charge will be payable to Ontime Pest Control.

4.1. If the Client cancels the appointment less than 24 hours prior to the scheduled time then Ontime Pest Control shall be entitled to charge 50% of its fees for that appointment and this shall be payable in accordance with clause 3 of this Agreement.

4.2. If the Client cancels the appointment less than 3 hours prior to the scheduled time then Ontime Pest Control shall be entitled to charge 100% of its fees for that appointment and this shall be payable in accordance with clause 3 of this Agreement.

4.3. If the Client fails to attend the appointment as agreed or if 2WLP3HVW&RWRO is unable to carry out the work due to the failure of the Client to provide access to the relevant premises then 2WLP3HVW&RWRO shall be entitled to charge 100% of its fees for that appointment and this shall be payable in accordance with clause 3 of this Agreement.

4.4. In the event we attend a wasp nest eradication and the nest is that of a honey bee, we reserve the right to refuse treatment. Advise and recommendation will be given and invoice will still be made and payment expected within the normal payment terms.

5. Client Responsibilities

5.1. The Client shall co-operate with 2WLP3HVW&RWRO in order to enable 2WLP3HVW&RWRO to perform its obligations under this Agreement and in particular shall:

- 5.1.1. Obtain all necessary permissions and consents that may be required for the performance of the Services;
- 5.1.2. Ensure that 2WLP3HVW&RWRO is able to access the relevant premises in order to perform the Services at the scheduled time;
- 5.1.3. Ensure that accurate information, such as the delivery address for Goods, is supplied to 2WLP3HVW&RWRO and supply any further information reasonably required by 2WLP3HVW&RWRO;
- 5.1.4. Comply with any reasonable instructions from Ontime Pest Control in respect of the Services;
- 5.1.5. Comply with such other requirements as may be set out in the Contract Specification or otherwise agreed between the parties.

5.2. The Client shall be liable to compensate Ontime Pest Control for any expenses incurred or losses suffered by Ontime Pest Control as a result of a failure of the Client to comply with any part of clause 4.1.

6. Health and Safety

- 6.1. Ontime Pest Control treats the health and safety of its employees, contractors and agents with the utmost importance. Ontime Pest Control will carry out site specific risk assessments and produce method statements for any Services carried out on a site operated by or on behalf of the Client.
- 6.2. The Client acknowledges its statutory and common law duties in relation to the health and safety of visitors to its site, including in particular pursuant to section 4 of the Health and Safety at Work etc. Act 1974.
- 6.3. The Client shall ensure that all sites where Ontime Pest Control shall carry on the Services are safe for conduct of those Services. Ontime Pest Control shall notify the Client of any risks to health and safety which require remedial action, which must be taken by the Client within a reasonable time scale.
- 6.4. The Client will advise Ontime Pest Control of any changes made to its premises which will affect or impact the delivery of the Services.
- 6.5. Ontime Pest Control reserves the right to suspend the provision of all or part of the Services where an unacceptable risk to health and safety exists until the Client has removed, or reduced to an acceptable level, that risk. The Client shall remain liable for any charges due for the Services during any such period of suspension.

7. Variations to the Services

- 7.1. Variations to the Services and or Goods to be provided by Ontime Pest Control under this Agreement must be agreed by an authorised representative of Ontime Pest Control as specified in the Contract Specification. Any other variation will not be binding upon Ontime Pest Control.
- 7.2. All variations to the Services and or Goods must be confirmed in writing and signed by an authorised representative of Ontime Pest Control and the Client no later than seven days after the date on which the variation became effective.

8. Warranty

- 8.1. Combat Pest Control is unable to provide a guarantee that re-infestation will not occur again.
- 8.2. Any warranty provided will be set out in the Contract Specification or Invoice.
- 8.3. Any warrant offered will be invalidated where the defect results from:
 - 8.3.1. Damage through incorrect care & maintenance or tampering with the Goods/Services supplied;
 - 8.3.2. Damage through standing water, accidents or acts of nature.
- 8.4. In the event of a warranty call out where the warranty has been invalidated then Combat Pest Control shall be entitled to charge the client a call out charge of £45.00 plus VAT.
- 8.5. Any warranties and conditions provided in this Agreement shall be exclusive.
- 8.6. All other warranties and conditions, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the performance of the Services and or the supply of the Goods by Combat Pest Control.

9. Indemnity

- 9.1. The Client shall indemnify Combat Pest Control for any losses incurred by Combat Pest Control as a result of investment made by Combat Pest Control in vehicles, equipment, man power or any other goods or services to perform the Services or supply the Goods in consequence of the formation of this Agreement where the Client cancels or varies this Agreement. Combat Pest Control shall notify the Client of the nature and approximate value of that investment prior to making that investment.
- 9.2. The Client shall indemnify Combat Pest Control in respect of any direct loss incurred by Combat Pest Control in the performance of the Services and or supply of the Goods in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Client.

- 9.3. Combat Pest Control shall indemnify the Client in respect of any direct loss incurred by the Client in consequence of any negligent act or omission committed by any person or organisation acting on behalf of Combat Pest Control in the normal course of the performance of the Services or supply of the Goods.

10. Limitation of Liability

- 10.1. The liability of Combat Pest Control to the Client under this Agreement shall be limited to any direct loss suffered by the Client as result of the negligent performance of the Services or supply of the Goods and only where the Client notifies Combat Pest Control of the negligent act or omission in question within seven days of the date when the Client became, or should reasonably have been, aware of that act or omission.
- 10.2. Combat Pest Control shall not be liable for any loss caused by any act or omission of an operative of Combat Pest Control where that operative was not acting in the normal course of performance of the Services or supply of the Goods.
- 10.3. Combat Pest Control shall not be liable for any loss or damage arising from the performance of services that amount to a variation of the Services to be performed or Goods to be supplied agreed under this Agreement unless such variation has been agreed in compliance with clause 6 of this Agreement.
- 10.4. Combat Pest Control shall not be liable for any indirect or consequential loss suffered by the Client due to a breach of this Agreement by the Client.
- 10.5. Time shall not be of the essence in relation to performance of the Services or supply of the Goods unless expressly provided otherwise in the Contract Specification, and Combat Pest Control shall not be liable for any losses incurred by the Client as a result of a failure to perform the Services or supply of the Goods within the indicated time frames specified in the Contract Specification.

11. Termination

- 11.1. This Agreement shall terminate automatically once Combat Pest Control has completed performance of the Services and or provided the Goods and the Client has made payment of all monies owed to Combat Pest Control under this Agreement.
- 11.2. This Agreement may be terminated by either party immediately in writing where:
- 11.2.1. The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or
- 11.2.2. Acts in fundamental or repeated breach of a term or terms of this Agreement to an extent which permits the other party to consider this Agreement repudiated, unless such breach is in consequence of force majeure.

12. Force Majeure

- 12.1. Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:
- 12.1.1. Strike, lockout or other labour dispute affecting the employees of Combat Pest Control or the Client where in the latter case the effect is to prevent or hinder Combat Pest Control's operatives from performing its duties;
- 12.1.2. Acts of God;
- 12.1.3. Natural disasters;
- 12.1.4. Acts of war or terrorism;
- 12.1.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

- 12.1.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;
- 12.1.7. Any event preventing Combat Pest Control's operatives from attending the Client's premises to perform the Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;
- 12.1.8. Any hazard at the Client's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of Combat Pest Control, comprises an unacceptable risk to the health and safety of its operatives;

12.2. The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party

13. Independent Contractors

13.1. Combat Pest Control and Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.

14. Assignment

14.1. Combat Pest Control may assign its obligations under this Agreement to a third party without the Client's consent.

14.2. Nothing in the preceding sub-clause shall however prevent the Client from enforcing its rights under this Agreement against Combat Pest Control.

14.3. The Client may not assign any of its rights or obligations under this Agreement without the written consent of a Director of Combat Pest Control.

15. Severability

15.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. Waiver

16.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

17. Notices

17.1. All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by post, fax, email or hand to an authorised representative, to the address, fax or email specified in the Contracts Specification.

17.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

19. Third party rights

19.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise. In particular Combat Pest Control shall be entitled to enforce its rights to

payment by the Client against any Management Agent which instructed Combat Pest Control to perform the Services on behalf of the Client.

20. Jurisdiction

- 20.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.