

### **Residential customer terms and conditions.**

1. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 0161 654 6349
2. These Terms and Conditions will apply to the purchase of the services and goods advertised in our website, catalogues, brochures or other form of advertisement by you (the Customer or you).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.
4. Fees and charges exclude VAT
5. You must pay in cash or bank transfer for the treatment and any other mutually agreed work in advance.

### **Services.**

6. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement.
7. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate and emailed to [propestmanchester@gmail.com](mailto:propestmanchester@gmail.com).
8. All Services are subject to availability.
9. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement.  
We will notify you of these changes.

### **Customer responsibilities.**

10. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
11. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
12. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date unless we expressly withdraw it at an earlier time.
13. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
14. You hereby permit Pro Pest Manchester to apply approved pesticides and insecticides or deploy equipment as we deem necessary to deliver treatment. Livestock, human welfare and non-target species are of paramount importance and methods of control will reflect this.
15. You must keep pets away from bait stations, rodenticides/insecticides and any rodent carcasses to avoid primary and secondary poisoning.
16. You agree to not move, or tamper with any control equipment or bait stations. You agree to follow any advice given, either verbally or in writing, including those relating to proofing, environmental management and good housekeeping practices.
17. I am legally obliged to remove all rodenticides/insecticides laid at your property at the end of the

treatment. You shall ensure I have access to do this.

### **Governing law, jurisdiction and complaints**

18. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

19. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

20. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution.

21. We will aim to respond with an appropriate solution within 10 working days.

### **Services.**

22. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any change to the services which are necessary to comply with any applicable law or safety requirement and we will notify you of this if necessary.

23. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.

### **Your obligations.**

24. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the services. You must follow any proofing advice given by Pro Pest Manchester.

25. If you do not comply with clause 24, we can terminate the service.

26. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section.

### **Liability and indemnity.**

27. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

28. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

29. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

a. any indirect, special or consequential loss, damage, costs, or expenses or;

b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

30. You must indemnify us against all damages, costs, claims and expenses suffered by us arising

from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

31. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

32. Rodents may die from poisoning inside the property. Pro Pest Manchester will remove them if possible, unfortunately where they die is beyond our control.

33. If Pro Pest Manchester have legitimate concerns over the safety of the treatment, where the husbandry is such that treatment could be compromised or where we believe our safety rules may not be adhered to then I shall treat the contract as cancelled.

34. You agree to provide me with full access to the property for the purposes of survey, inspection, treatment and surveillance and agree to follow my instructions during and after treatment.

35. Critical safety data will be left with you advising you of the materials used and precautions to take including any first aid advice. It is a requirement of the Health and safety at work act 1974 and COPR 1986 for the customer to read these and to keep them on the premises.

36. It is Pro Pest Manchester intention that the rodent or insect infestation will be controlled within a 35-day period. If the infestation continues after this period, for rodents then I would recommend a CCTV drain survey as this may be the rodent's continued point of entry. The continued ingress may be occurring via a defective drain, redundant pipe, uncapped rodding eye, root damaged pipework, shared structure or they may be accessing your property from a location that Pro Pest Manchester cannot treat e.g. nearby farm, empty property, chicken coop etc. The cost of the CCTV survey and any other work to remedy the problem will be met by you. If required Pro Pest Manchester can recommend a suitably qualified professional drainage engineer.

37. There is also the possibility that properties with a shared structure e.g. terraced, semi-detached, warehouses, storage units, flats, apartments, houses of multiple occupancy etc. may continue to have an infestation due to the rodents originating from an attached property that is beyond Pro Pest Manchester control e.g. rats travelling through wall cavities, joined roof spaces/attics/lofts or shared drains.

38. If a property is identified that, in Pro Pest Manchester opinion, could be a potential source of rodents then Pro Pest Manchester will offer to treat the property as well with a charge.

39. Acceptance of Pro Pest Manchester services and payment for them is at the discretion of the owner/landlord/tenant of that property.

40. New migrating rodents / insects may re-use old tunnels/points of entry, therefore treatment results are not guaranteed.

### **Business to business terms and conditions.**

#### **Application and entire agreement.**

1. These terms and conditions apply to the provision of the services detailed in our quotation by Pro Pest Manchester.

2. You are deemed to have accepted these terms and conditions when you accept our quotation or from the date of any performance of the services (whichever happens earlier) and these terms and conditions and our quotation (the contract) and the entire agreement between us.

3. You acknowledge that you have not relied on any statement, promise or representation made or given on our behalf. These conditions apply to the contract to the exclusion of any other terms that

you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**Interpretation.**

4. A business day means any day other than a Saturday, Sunday or bank holiday unless Pro Pest Manchester have agreed to work on one of these days.

5. The headings in these terms and conditions are for convenience only and do not affect their interpretation.

**Services.**

6. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any change to the services which are necessary to comply with any applicable law or safety requirement and we will notify you of this if necessary.

7. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.

**Your obligations.**

8. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the services. You must follow Pro Pest Manchester proofing advice. You hereby permit Pro Pest Manchester to apply approved pesticides and or deploy equipment as we deem necessary to deliver treatment. Livestock, human welfare and non-target species are of paramount importance and methods of control will reflect this.

You must keep pets away from bait stations, rodenticides and any rodent carcasses to avoid primary and secondary poisoning.

You agree to not move, or tamper with any control equipment or bait stations. You agree to follow any advice given, either verbally or in writing, including those relating to proofing, environmental management and good housekeeping practices.

9. If you do not comply with clause 8, we can terminate the service.

10. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section.

**Fees**

11. The fees for the services are set out in the quotation and are on a time and materials basis.

12. In addition to the fees we can recover from you the cost of any materials required for the provision of the service not already agreed in the contract.

13. You must pay us for any additional services provided by us that are not specified in the quotation.

**Cancellation and amendment.**

14. If you want to amend any details of the services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and any additional costs will be invoiced to you.

15. If due to circumstances beyond our control we must make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any

such changes to a minimum.

### **Payment.**

16. We will invoice you for payment of the fees either:

At the beginning of the project, monthly, 6 weekly or in full. Payments must be made within 7 days unless agreed in writing with Pro Pest Manchester.

17. Time for payment shall be of the essence of the contract / works.

18. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England. Further to this a standard late fee will be added to all overdue invoices, this is outlined as follows:

Invoice Amount Late Fee Up to:

£300.00 - £25.00

£300.01 - £500.00 £35.00

£501.00 - £1,000.00 £60.00

£1,000.01 - £1,500.00 £70.00

£1,500.01 - £3,000.00 £105.00

£3,000.01 - £5,000.00 £185.00

£5,000.01 or more £250.00

19. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

20. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

21. Receipts for payment will be issued by us only at your request.

22. All payments must be made in British Pounds.

### **Sub-Contracting and assignment.**

23. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and conditions.

### **Termination.**

24. We can terminate the provision of the Services immediately if you:

- a. commit a material breach of your obligations under these Terms and Conditions; or
- b. fail to make pay any amount due under the Contract on the due date for payment; or
- c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a

receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

#### **Liability and indemnity.**

25. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

26. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

27. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses or;
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

28. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

29. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

30. Properties with a shared structure e.g. terraced, semi-detached, warehouses, storage units, flats, apartments, houses of multiple occupancy etc. may continue to have an infestation due to the rodents originating from an attached property that is beyond my control e.g. rats travelling through wall cavities, joined roof spaces/attics/lofts or shared drains.

31. If a property is identified that, in Pro Pest Manchester opinion, could be a potential source of rodents then Pro Pest Manchester will offer to treat the property as well with a charge.

32. Acceptance of Pro Pest Manchester services and payment for them is at the discretion of the owner/landlord/tenant of that property.

33. New migrating rodents / insects may re-use old tunnels/points of entry, therefore treatment results are not guaranteed.

#### **Circumstances beyond a party's control**

34. Neither of us are liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of

90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

### **Communications**

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

35. Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

36. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **No waiver**

37. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

### **Severance**

38 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Law and jurisdiction**

39. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.