

# pest stop terms and conditions

## 1.0 General

1.1 Integrated Pest Management Ltd shall carry out the services or works as specified.

1.2 The client shall provide access for Integrated Pest Management Ltd surveyors and technicians to carry out its services at the agreed time and date.

1.3 Integrated Pest Management Ltd reserve the right to charge, by the hour, for any wasted journeys due to failure to observe appointments, delays in carrying out the work or cancellations as a result of the clients failure to allow access, facilitate the works or provide proper instruction.

## 2.0 Liability

Nothing in this agreement affects the statutory rights of the consumer. Subject hereto all representations, warranties, guarantees and conditions expressed or implied, statutory or otherwise are expressly excluded and Integrated Pest Management Ltd does not accept liability for loss, damage, or injury howsoever arising save as specified in this clause below:

2.1 Personal injury or death which is a direct result of Integrated Pest Management Ltd. negligence in the course of carrying out the services.

2.2 Replacement or (at Integrated Pest Management Ltd. option) repair of any fixtures or fittings significantly damaged as a result of the Companies activities.

2.3 The client shall not be entitled to make any claim against Integrated Pest Management Ltd or its employees unless it gives written notice of the event giving rise to such claim, containing sufficient information for it to be investigated by Integrated Pest Management Ltd within 28 days of the date on which the client becomes or ought reasonably to have become aware of the occurrence of such event.

2.4 Integrated Pest Management Ltd shall in no circumstances have any liability for any loss of profit, use or business interruption or other indirect, economic or consequential loss or damage.

## 3.0 Force Majeure

3.1 If circumstances reasonably beyond Integrated Pest Management Ltd control cause delay or prevent the service being carried out in accordance with the survey, then Integrated Pest Management Ltd shall be excused the performance or the punctual performance of the services, which may then have to be rescheduled for a future date.

#### 4.0 Payments

4.1 For clients who do not have a signed contract and or service agreement with Integrated Pest Management Ltd, the company operates a strict payment policy of cheque collection on works completion.

#### 5.0 Health & Safety

5.1 The client shall take all reasonable precautions necessary to protect the health and safety of persons using the premises and any equipment contained within.

5.2 The client must observe and/or comply with any health and safety precautions and requirements as made by the Company employee during the undertaking of the works.

#### 6.0 Variations

6.1 No variation, extension, exclusion or cancellation of this agreement will be binding unless an authorised manager of Integrated Pest Management Ltd confirms it in writing.

#### 7.0 Severance

7.1 If any term or provision in this agreement is or shall become in whole or in part, illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the agreement shall not be affected or impaired.

#### 8.0 Set Off

8.1 The client shall not be entitled to withhold payments of monies due under this agreement by reason of any claim or counterclaim it may have or alleges to have against Integrated Pest Management Ltd or otherwise which is not related to the service.

#### 9.0 Notice Period

9.1 Unless a signed contractual and or service agreement is in place, all Integrated Pest Management Ltd clients are required to give notice of 72 hours or more prior to termination of an order or agreement.

#### 10.0 Entire Agreement

10.1 This agreement constitutes the entire agreement between the client and Integrated Pest Management Ltd.

10.2 The client shall not be entitled to rely or to seek to rely upon any statement, warranty or representation made by or on behalf of Integrated Pest Management Ltd to the extent that such representation is inconsistent with these terms and conditions.

10.3 All work for the service will be subject to these terms and conditions which shall prevail over any inconsistent terms which may appear on the clients enquiry, order or other documents received by Integrated Pest Management Ltd from the client or which may be implied by law or trade, custom, practice or a course of dealing between the parties, all of which are hereby expressly excluded. All orders are accepted and executed on the understanding that the client is bound by these conditions.

#### 11.0 Guarantee Period

11.1 The stated guarantee period applies to the 'exclusion of mice from inside the confines of the property' and therefore excludes any mice activity/noises/droppings within wall cavities, pipe cavities, roof voids, floor cavities, behind bath panels and other such concealed areas.

11.2 The stated guarantee period is only valid if all of the recommendations/observations listed by the pest technician on the last sheet of the report have been promptly completed following completion of the proofing works and to good standard.

11.3 The stated guarantee period is only valid if all aspects of the proofing service were able to be completed by the pest technician and to his satisfaction - rooms/areas of the property omitted from the proofing service through the intervention of second/third parties or failure to co-operate with the reasonable requests of the pest technician will null and void the guarantee period for the property as a whole.

11.4 The introduction of any new mice entry points not previously present during the time of the proofing works - i.e. subsequent unit replacement, pipe routing etc. - will null and void the guarantee period.

11.5 The subsequent second/third party tampering of any of the proofing works carried out by the pest technician or the failure to allow adequate cure periods - as detailed at the top of the report sheet - will null and void the guarantee period.

11.6 The subsequent exposure of the proofed areas or proofing materials used during the service to unnecessary or excessive 'wear and tear' outside of what is reasonable to expect or previously in place for the location will null and void the guarantee period.