

Terms & Conditions

INTRODUCTION

1.1. At Chiltern Pest Solutions, we are proud to offer guaranteed quality services and outstanding customer care, which is delivered by our professional pest controller staff who have many years' experience and are fully trained to the highest standard.

Our aim is simple... we wish to deliver the highest standards of service to you, with focus on quality, ease of contract management and value for money.

All our customers should be treated and receive a service as we would want to be treated ourselves. So we would hope to think that any concerns can be resolved by a simple friendly call and good cooperation.

2. TERM

2.1. This Agreement shall come into force on the commencement date set out in the Service Level Agreement / Survey Report + Order Form, and shall, subject to earlier termination in accordance with the terms of this Agreement, continue in force for the duration stated in the Service Agreement (the "Term").

3. THE SERVICES

3.1. The services to be performed by Chiltern Pest Solutions are those set out or referred to in the Service Level Agreement / Survey Report + Order Form (the "Services"). The Services shall be provided at the location(s) (the "Premises") specified in the Service Level Agreement / Survey Report + Order Form or as otherwise agreed with Chiltern Pest Solutions in writing and will be subject to these Terms and Conditions.

3.2 Chiltern Pest Solutions will:

- a) provide Services in accordance with the Service Level Agreement / Survey Report + Order Form;
- b) perform Services with reasonable skill, care and diligence in accordance with the Service Level, Training and CRRU Code of Practice;
- c) provide Services in accordance with all regulatory approvals and statutory requirements (including those relating to health and safety) which apply to the Services;
- d) Perform Services in accordance with all reasonable written instructions issued to it by the Client in relation to the delivery of the Services.

4. CHARGES

4.1. The price for the Services shall be as set out or described in the Service Level Agreement / Survey / Telephone Conversation / Email ("Annual Contract Price/Job

Price"). The price shall be exclusive of VAT but inclusive of all other charges and expenses. VAT number: 404 718 118

Chiltern Pest Solutions shall invoice the Client for Services on the dates or at the intervals specified in the Service Level Agreement / Survey Report. If these are not specified,

4.2. Chiltern Pest Solutions will invoice the Client in a timely manner. Unless specified otherwise, for contractual works payment shall be made within 30 days from the date of a valid invoice. Regarding non-contractual works, invoices are sent and payment is due at time of works completion unless otherwise stated.

4.3 Time shall be of the essence as regards payment of the Charges.

4.4 Interest (together with any debt recovery costs) shall be payable on any amount under the Agreement which is not paid by the due date for its payment at the rate of five (5) per cent per annum above the base rate from time to time of Barclays Bank plc.

4.5. Chiltern Pest Solutions may increase the Charges or any part of it at any time after the first anniversary of the Commencement Date. Twenty eight (28) days notice at minimum will be given to the Client of any such increase. The Client may terminate the Agreement within this twenty-eight (28) days notice if it does not accept such increase.

5. TERMINATION

5.1. This Agreement may be terminated:

a) immediately by either party on giving notice to the other if the defaulting party is in the event of an insolvency event;

b) immediately by either party on giving notice to the other if the defaulting party breaches any material term of the Agreement; or

by Chiltern Pest Solutions at one month's notice.

5.2 Any contract agreed is binding for one year and shall continue on a rolling basis, but may be terminated at the end of the first year with three months written notice.

6. LIABILITY AND INSURANCE

6.1 Nothing in the Agreement shall be taken to exclude either party's liability for death or personal injury caused by the negligence of such party, its employees or other representatives or for fraud or fraudulent misrepresentation.

6.2. Chiltern Pest Solutions total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement shall, be limited to an aggregate per annum amount equal to 12 months' Charges.

6.3. Chiltern Pest Solutions warrants that it has and will maintain in force for the Term, appropriate levels of Employers Liability Insurance and Public Liability Insurance.

7. GENERAL

The Agreement and all the documents referred to in it, constitute the entire understanding between Chiltern Pest Solutions and the Client relating to the subject matter and no representation or statement not contained in the Agreement shall be binding on either party.

This Agreement shall override all or any terms or conditions sought to be imposed by the Client however communicated to Chiltern Pest Solutions and whether before or after the date of the Agreement.

The Client warrants that the Premises are safe for Chiltern Pest Solutions to carry out the Services and shall inform Chiltern Pest Solutions where any special precautions need to be taken to ensure the safety of Chiltern Pest Solutions personnel, representatives or sub-contractors.

Regardless of the above, Chiltern Pest Solutions shall have no liability to the Client for any loss of profit or revenue or any indirect, consequential or special loss or damage of any nature.

All conditions and warranties which would otherwise be implied by statute or under common law are hereby excluded to the fullest extent permitted by law.