

TERMS AND CONDITIONS

All bookings made in respect of services provided by Emerald Pest Control Service (“EPCS”) are on the following Conditions which, together with the terms of the Hire Specification and Schedule(s), form the Supply of Services Contract between Emerald Pest Control Service and the Customer.

1 Your status

1.1 By placing an order with us (whether through our site, over the telephone or by any other means), you warrant that you are legally capable of entering into binding contracts, you are at least 18 years old and you are resident in, and accessing our site from, the United Kingdom.

1.2 Throughout these terms and conditions "you" and "your" shall refer to the customer named in the Confirmation form.

2 The contract

2.1 After placing an order for treatment you will be informed of an appointment date and time. At the time of making an appointment you will be sent a link to our terms and conditions as displayed on the home page of our website. We understand that pest control appointments are urgent in nature so please note that if you want us to start work within 14 days of placing an order for treatment you have made a specific request to wave your 14-day cancellation period. You will still have a right to cancel but if you do cancel you will have to pay us an amount to cover work we have already completed see section 4. Your order constitutes a commitment to purchase a Service. We reserve the right not to attend appointments at our discretion. We will also send you an electronic copy of our terms and conditions prior to the appointment. The contract between us (the Contract) will be formed when we provide you with a copy of these conditions or instruct you to read and understand them and you agree to them before treatment commences. If you do not agree to these terms and condition you must cancel the appointment.

2.2 If the terms and conditions are not provided to you before the attendance of the pest control technician i.e. no internet access. You must inform the technician and they will be supply you with a copy of the terms and conditions to read prior to treatment. If you do not agree with the terms and conditions, you must inform the technician before treatment and cancel the appointment – see section 4. We shall not be liable for any consequential loss, whether direct or indirect, including the costs of paying an alternative contractor.

2.3 The Contract will relate only to those Services that we have confirmed prior to treatment. We will not be obliged to supply any other Services that may have been part of your order until it has been confirmed in writing by us prior to treatment.

2.4 For the purpose of these conditions, the Relevant Pests shall be whichever pests are referred to in prior to treatment. The General Terms together with the

terms set out in the relevant schedule(s) hereto shall apply to the Contract in relation to (a) insect spray treatments, or (b) cockroach treatments, or (c) rodent treatments (rats/mice/squirrels), or (d) wasp nest treatments, (e) ant treatments.

3. Price and payment

3.1 The price of the Service includes VAT and will be as quoted on our site from time to time, except in cases of obvious error. Service prices are liable to change at any time, but changes will not affect orders in respect of which we have already treated.

3.2 Our prices may vary on a geographical basis and may be subject to change, but shall be agreed at the time of booking, subject to any adjustment in accordance with these terms due to circumstances that we were unaware of at the time of booking.

3.3 Subject to any contrary terms in this agreement, our Service prices include any re-call(s) that are, in our reasonable opinion, necessary and there will be no additional charges for such subsequent visits.

3.4 Payment for all Services must be made at the time of the first treatment.

4. Cancellations and refunds

4.1 – Cancelled.

4.2 If you are contracting as a consumer (as defined in the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time) and you cancel a booking within fourteen calendar days of making a booking but before we begin work on the site you will not be charged. You do not have to give a reason for the cancellation.

4.3 Please note that you may cancel the services in accordance with clause 4.2 at any time however if you notify us of the cancellation after we have arrived on site but before the work is complete, we will charge you 75% of the price and if you notify us after we have finished the work, we will charge you the full price. This is to reflect the costs we will have incurred by that time.

4.4 This provision does not affect your other statutory rights as a consumer. We will use reasonable endeavours to meet all agreed appointments, but in the rare circumstances where this is not possible, we will contact you as soon as possible to agree an alternative appointment. Examples of reasons where a cancellation may be necessary include (without limitation) (a) if the technician was running late as held up by previous complicated treatments, or (b) adverse weather conditions (as we cannot treat effectively in the rain), or (c) sudden operative sickness or, (d) vehicle accident or local traffic difficulties encountered.

4.5 If we fail to turn up for your appointment slot and do not contact you on the contact number(s) provided before the expiry of this slot (1 hour from the agreed attendance time), we will treat this as our service delivery fault and you will be able to choose whether to arrange an alternative slot and receive a 20% discount

4.6 If you are not present when we arrive on site, provided that this is within the agreed appointment slot, we shall treat the Contract as cancelled by you under clause 4.1, unless we have agreed in advance that you do not need to be

present at that time.

4.7 If we have legitimate concerns over the safety of the treatment, where the husbandry is such that the treatment could be compromised or where we believe our safety rules may not be adhered to (and such decision shall be at our absolute discretion), then we shall treat the Contract as cancelled by us. There will be no charge for our visit. Reasons for non-treatment include (without limitation):

- (a) risk to aquatic life from contamination by application of insecticides;
- (b) un-boarded lofts which are deemed unsafe to negotiate;
- (c) uncovered water tanks near the habitat;
- (d) habitat located in chimney;
- (e) habitat entrance located on high roofs with no loft access that require multi stage ladders;
- (f) sites which cannot be safely treated by our technician, such as power lines close by or above a conservatory; or
- (g) any other legitimate relevant health and safety restriction.

4.8 We reserve the right to withdraw from any treatment we have started where we have concerns that continuing any treatment may not be safe, that customers have not adhered to our conditions or requirements or where customers have interfered with or moved our poisons or bait. In such cases full payment will be provided by you.

5. Your obligations

5.1 You hereby permit us to apply approved pesticides and or deploy equipment as we deem necessary, to deliver an effective treatment, subject to our compliance with all legal requirements.

5.2 You agree to provide us with free access to all parts of the premises for the purpose of inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment.

5.3 You hereby warrant not to request or permit us to access any part of the site or premises which you know or suspect to be hazardous, or in which a potentially hazardous process is carried out, without first briefing us or our employee on the nature of the hazard and the precautions to be observed.

5.4 You or your nominated representative must be available at the site during the agreed date and time slot, unless prior arrangements have been made in advance for us to carry out the Service in your absence. If no one is present when we call at the agreed slot there is no entitlement to a refund and you will still be liable for our contracted fee.

5.5 You sign the treatment report acknowledging the findings, the pesticide/insecticide used for the treatment, the location of the treatment and safety advice.

6. Our obligations

6.1 Subject to paragraph 1 of the relevant Hire Agreement, our Service is to attend your site or property, inspect the relevant area and subject to a risk

assessment treat the active habitat of the Relevant Pests you have identified. We will provide you with a treatment report that documents our findings, any pesticides/insecticides used including and in what quantity, the location of the treatment and safety instructions. We will aim to either eradicate the pests or control them, depending on the type of pest, location and safety issues.

6.2 On arrival at your premises, we will identify ourselves to you, and will not commence any work without your consent. Where the premises consist of land or buildings which are unoccupied but are owned by you or under your stewardship, and which have free access, you hereby give us permission to enter onto the premises on arrival and to carry out the Service.

6.3 Critical safety data information (COSHH) advising of the materials used and any precautions that are required will be sent to you with a safety sheet via email. It is a requirement of the Health and Safety at Work etc Act 1974 and the Control of Pesticides Regulations 1986 that the customer undertakes to read this information, to comply with it, and to keep the information on their premises for ready reference in case of any accident or emergency.

7. Warranty

7.1 We warrant to you that our treatment aims to control or eradicate the Relevant Pests subject to critical safety and access factors, all the products we use conform to all Statutory Requirements, Codes of Practice, and accepted Good Practice for pest control work, and that the Service will be carried out using reasonable care and skill.

8. Liability

8.1 This clause 9 sets out the entire financial liability of EPCS (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to Customer under or in connection with this Agreement, whether arising in contract, tort, negligence and breach of statutory duty or otherwise.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.3 Nothing in this Agreement shall exclude or limit the liability of EPCS for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

8.4 Subject to clauses 8.2 and 8.3:

(a) EPCS shall have no liability for any loss of profits, loss of business, loss of anticipated savings, or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, consequential or indirect loss or damage caused from the treatment (or omission to treat the habitat), damage caused by the Relevant Pests and

(b) EPCS's total liability shall not exceed the Service Fee payable by Customer to EPCS.

8.5 If we believe that it would be unsafe to carry out the treatment we shall not be liable for any consequential loss, whether direct or indirect, including the costs of paying an alternative contractor.

8.6 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982 or any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

9. Complaints

9.1 All complaints should be made by contacting us on 0800 023 5684

9.2 Should you feel your complaint has not been dealt with effectively, you may also refer your complaint to Trading Standards (www.tradingstandards.gov.uk), the British Pest Control Association (www.bpca.org.uk) or the relevant local authority, but we recommend that this is only done once you have exhausted the above process with us first.

10. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12 General

12.1 All notices under this Agreement shall be in writing and shall be delivered by hand or sent by first class post (or by air mail if to/from outside the UK) or by fax (confirmed by first class or air mail post as applicable) to the other Party at its address set out for legal notices in this Agreement or such other address as may subsequently have been notified.

12.2 Customer may not assign or transfer this Agreement or any of its rights under this Agreement without EPCS's prior written consent. EPCS may assign or transfer this Agreement to any wholly owned subsidiary of EPCS and may carry out some or all of its obligations under this Agreement through any third party sub-contractors.

12.3 This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes and replaces any prior arrangement, understanding or statement between them relating to it. Customer acknowledges

that, in entering this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a Party or not) other than as expressly set out in this Agreement. However nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

12.4 No variation to this Agreement shall be valid unless in writing and signed by or on behalf of both Parties.

12.5 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and neither Party shall have any authority to bind the other in any way.

12.6 No failure or delay by EPCS to exercise any right under this Agreement shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.

12.7 If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

12.8 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

12.9 This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and by entering into this Agreement each Party irrevocably submits to the exclusive jurisdiction of the English Courts.

13. Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you order Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

Terms Specific to Insect Spray Treatments

1. Our Service is to attend your premises, inspect the relevant area and treat the active insect habitat with the intention of eradicating the insects.

2. The price of the Domestic Service is for treating a standard three bedroom residential house, living room, kitchen and bathroom occupied by one family. An additional fee will be charged for each additional room or car that requires treatment or if the premises is occupied by more than one family.

Commercial treatments are not subject to fixed prices and will depend on the site and level of infestation.

3. Before your agreed appointment time, we require you to carry out the following preparatory work throughout the whole premises:

(a) Cover and seal up any fish tanks.

(b) All beds should be stripped of all blankets, duvets and all clothing and soft items removed from cupboards and wardrobes and placed sealed in plastic bags. These articles must then be laundered at over 60 degrees prior to re-use.

(c) All furniture such as wardrobes and cupboards must be emptied and moved back from the wall to enable spraying, all drawers or doors must be unlocked and open.

(d) All floors and areas to be treated must be clear of any items with carpets vacuumed, including behind furniture that has been moved ready for treatment.

(e) For fleas ensure any domestic pets have been examined and if necessary treated for fleas by a vet.

4. On arrival at the premises, we shall determine, at our absolute discretion, whether the premises has been sufficiently prepared in accordance with in paragraph 3 above.

(a) If we determine that it has been well prepared, we shall treat it in accordance with the terms of this agreement.

(b) If we determine that it has been reasonably prepared, we shall treat it but clause 3.3 of the main Terms & Conditions shall not apply and you will be charged for any additional visits, as the treatment will be compromised. Alternatively, you could choose to re-book the appointment at no extra cost (provided that this is the first time the treatment is re-booked; otherwise we will charge you for the visit).

(c) If we determine that it has not been reasonably prepared, we shall refuse to treat it. In this event, we will offer you the opportunity to book an alternative appointment at no extra cost.

5. You must advise us on arrival and before any treatment is commenced if there is any reason why the property cannot be sprayed with an approved insecticide.
6. The insecticide may damage furniture or personal possessions.
7. By signing these conditions, you acknowledge that, subject to clause 8.4 of the main Terms & Conditions, we do not accept any liability for any loss or damage caused as a result of the use of insecticide.
8. You must leave the property during treatment and remain outside sprayed areas for at least 6 hours to enable the applied insecticide to dry and to avoid inhalation of any mist. If you re-enter the premises within this time, the treatment will be compromised and we shall be entitled to exclude clause 3.3 of the main Terms & Conditions.
9. After the treatment has been carried out and the 6-hour period has passed, you must continue to use the treated areas as you did before for at least 14 days afterwards. This is to provide a natural environment for the insects to feed on, and therefore use, the treated area.
10. We cannot guarantee complete eradication after 1 treatment and further treatments may be advised based on the level of the infestation.
11. You must not vacuum or wash down any non-food preparation surfaces for a period to two weeks after the treatment was carried out.
12. We reserve the right to decline to carry out the treatment if we believe that it may be unsafe to access or treat the area.
13. No re-call as referred to in clause 3.3 of the main Terms & Conditions shall be undertaken within the first two weeks after the treatment is carried out.

Terms Specific to Cockroach Treatments.

1. Our Service is to attend your premises, inspect the relevant area and treat the active cockroach habitat with the intention of eradicating the cockroaches.
2. The price of the Service is for carrying out staged treatments on two separate visits. If any additional treatments are required, additional payments will be due. Commercial treatments are not subject to fixed prices and will depend on the site and level of infestation.
3. Before your agreed appointment time, we require you to carry out the following preparatory work:
 - (a) All areas to be treated to be cleaned and any debris or loose items removed to give clear access to all floors and surfaces to be treated.
 - (b) All foodstuffs spillage to be removed prior to treatment and where ever-possible food in sealed containers.
 - (c) Husbandry requirements to be adhered to.
4. FOR YOUR OWN SAFETY, you must not move or touch any gel bait or monitor traps.
5. We shall use reasonable endeavors to eliminate the cockroaches but if this is not achievable within the two paid visits, we shall seek to control them instead. For example, if the core infestation is emanating from another property (including another flat within the same building), we will seek to control the cockroaches, as we will be unable to eliminate them.

Terms Specific to Rodent Treatments

1. Our Service is to attend your premises, inspect the relevant area and treat the active rodent habitat with the intention of controlling the pest. If it is, in our opinion, appropriate to try to eradicate the pest, we shall do so, but this is often inappropriate and depends on many factors including the location and proximity to other people's property.
2. The price of the Service is for treating a single domestic property (including the immediate gardens and grounds) occupied by one family. An additional fee will be charged if the premises is occupied by more than one family, additional treatments are needed or if any treatments are required in outbuildings, stables or land where domestic pets or livestock are present. However, in some situations, due to the safety of the livestock, treatments within these additional areas may not be appropriate and we reserve the right to refuse to treat them. If we refuse to treat these areas we will not charge you. Commercial treatments are not subject to fixed prices and will depend on the site and level of infestation.
3. The price will depend on which type of pests you wish us to treat. We will only treat squirrels that are inside the premises.
4. Clause 3.3 of the main Terms & Conditions shall apply to the extent that we, at our absolute discretion, determine necessary, up to a maximum of three visits. In some situations, a single treatment is sufficient and in other cases two or three are needed.
5. Before the first visit and until the final visit, you hereby agree:
 - (a. not to move any poisons or tamper with equipment / bait stations;
 - (b. not to interfere with our treatment in any way, or try to treat the rodents yourself or allow anyone else to do so;
 - (c. to comply with all the instructions we provide (whether in writing or not) including those in relation to tidying the premises and maintaining it in a clean and tidy condition;
 - (d. to remove any bird feeders and rectify any defects in the structure of any compost heaps, and you acknowledge that if you fail to comply with any of these requirements, we shall be entitled to stop the treatment, as it will be compromised, and you will still be charged.
6. – cancelled
7. Where there is evidence of infestations emanating from private or public sewers or from breaches in soil drains we may require you to obtain specialized inspections or works. A drain inspection may also be recommended if rat activity continues and there are no obvious points of entry into the premises. We can inspect privately owned drains but we cannot inspect or treat utility company sewers. We will not accept any liability or cost if the drain examination does not identify any defects.
8. We will inspect the infected areas and we will treat it if, in our reasonable opinion, it is necessary, practical and safe to do so by installing appropriate traps.
9. The Service does include the removal of any dead rodent carcasses however this is not always possible due to access and we shall not accept any liability for

not retrieving a dead carcass.

10. We will not create openings or interfere with the structure of your property when treating it is your responsibility to ensure we have suitable access to areas where treatment is required.

11. We may mention a few ways to help reduce the risk of the pests coming back, for which there shall be no additional fee. However, this is not included within the price, we shall not be under any obligation to provide such advice and we shall not accept any responsibility for any such advice we give.

12. We are legally obliged to remove all rodenticides laid at your property when our treatment ends for whatever reason. You shall ensure that we have free access to do this. All bait, bait trays and tamper proof boxes remain the property of EPCS.

13. The service is to treat a single domestic property in single-family occupancy and where mice and rats are encountered the appropriate fee for each species will be required.

14. We shall use reasonable endeavors to eliminate the rodents but if this is not achievable within the three paid visits, we shall seek to control them instead. For example, if the core infestation is emanating from another property (including another flat within the same building), we will seek to control the rodents, as we will be unable to eliminate them.

15. Proofing against Rodents: mice, rats and squirrels. If we complete proofing against rodents we will endeavor to cover/fill all entry points for the specific rodent. Proofing is the most effective long-term solution against mice, rats and squirrels. Proofing entry points will significantly reduce the chances of reinfestation. Proofing may involve moving household appliances. We will not be held responsible for any damage caused.

Terms Specific to Wasps Nest Treatments

1. Our Service is to attend your premises, inspect the relevant area and treat the active wasps nest with the intention of eradicating the wasps. This does not include removing the nest, which in most cases is unnecessary and impractical.

2. If we inspect the area you identify but do not find an active wasps nest (whether there is no active nest or the relevant insects are another species, such as bees), we will not treat the area and you will still be charged the full cost of a nest treatment. The time taken to inspect the area is often longer than the time taken to treat a nest.

3. Should any wasp nest treated remain active 3 days after original treatment we will revisit the premises to treat that specific nest in accordance with clause 3.3 of the main Terms & Conditions. However, if on the return visit, we discover that the identified nest is a different nest to the one originally treated, you shall be charged for treatment.

4. If you require us to treat more than one nest during the same visit, treatment of the first nest shall be charged at full price and all the others at £20.

Terms Specific to Ant Treatments

1. Our Service is to attend your premises, inspect the relevant area and treat the active ant habitat with the intention of eradicating the ants.
2. The price of the Service is for carrying out staged treatments on one visit (black ants) and three separate visits for pharaoh and ghost ants but this will depend on the level of the infestation. If any additional treatments are required, additional payments will be due.
3. Before your agreed appointment time, we require you to carry out the following preparatory work:
 - (a) All areas to be treated are to be cleaned and any debris or loose items removed to give clear access to all floors and surfaces to be treated.
 - (b) All foodstuffs spillage to be removed prior to treatment and where ever-possible food in sealed containers.
 - (c) Husbandry requirements to be adhered to.
4. FOR YOUR OWN SAFETY, you must not move or touch any gel bait or monitor traps.
5. We shall use reasonable endeavors to eliminate the ants but if this is not achievable within the agreed visits, we shall seek to control them instead. For example, if the core infestation is emanating from another property (including another flat within the same building), we will seek to control the ants, as we will be unable to eliminate them.