



# General Terms and Conditions

Last Updated:

2021

## CONTENTS

### GENERAL

1.	<u>DEFINITIONS AND INTERPRETATION</u>	2
2.	<u>APPLICATIONS OF THESE CONDITIONS</u>	4
3.	<u>COMMITMENT TERM</u>	5
4.	<u>TERMINATION AND CANCELATION</u>	5
5.	<u>REFUNDS</u>	7
6.	<u>REPRESENTATIONS</u>	7
7.	<u>NOTICES</u>	7
8.	<u>GOVERNING LAW</u>	7
9.	<u>ASSIGNMENT AND SUB-CONTRACTING</u>	7
10.	<u>VARIATION OF THESE TERMS AND CONDITIONS</u>	8

### GOODS AND SERVICES

		<b>8</b>
11.	<u>QUOTES</u>	8
12.	<u>PRICING AND RATES</u>	9
13.	<u>SERVICES</u>	
14.	<u>FORCE MAJEURE</u>	12
15.	<u>WARRANTIES</u>	12
16.	<u>LIABILITY</u>	12
17.	<u>ERRORS AND OMISSIONS</u>	13

### OUR RESPONSIBILITIES

		<b>13</b>
18.	<u>PRIVACY STATEMENTS AND YOUR RIGHTS</u>	13
19.	<u>INSURANCE COVERAGE</u>	14

### YOUR RESPONSIBILITIES

		<b>14</b>
20.	<u>LODGING OF SERVICE REQUESTS</u>	14
21.	<u>ACCESS TO PREMISES</u>	14
22.	<u>LPC EQUIPMENT</u>	15
23.	<u>THIRD PARTY AUTHORISATIONS</u>	15
24.	<u>PAYMENT, LATE PAYMENT AND DEFAULT</u>	15
25.	<u>INTELLECTUAL PROPERTY AND CONFIDENTIALITY</u>	17

### APPENDIX A

**19**



<u>SERVICE REQUEST LODGEMENT PROCESS</u>	19
<u>SERVICE COMPLAINTS</u>	19
<u>SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS</u>	19



# GENERAL

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Contract, or other arrangement in connection with the supply of Goods or Services by Lion Pest Control Ltd the following words have the following meanings:

**"After Hours"** means from 17:00 - 08:00 hours Monday to Friday and all-day Saturday and Sunday, including Public Holidays

**"the Business"** means the Services carried out to either contain, eradicate or remove common pests from an individual consumer or business Premises;

**"Business Day"** means a day other than a Saturday or Sunday on which banks are open for business in London;

**"Business Hours"** means Monday to Friday from 08:00 to 17:00 hours excluding Public Holidays;

**"Client", "Customer", "You" or "Your"** means a individual or company who We supply Goods or Services to and in any case each of their heirs, successors and assigns;

**"Commencement Date"** means the date payment for the Services of any Customer Contract has been made to the Company;

**"Conditions"** means these terms and conditions;

**"Contract"** means the written agreement the Customer has entered into with the Company, for Services rendered;

**"Customer Credit"** means a credit in lieu of any refund of monetary payment for the Services in the agreed form or otherwise in writing with the Customer, at such time and place the Company was due to render;

**"Goods"** means any goods provided by Us in connection with our Services;

**"Notice to Terminate"** means a written request to terminate the Contract in accordance with clause 4 of these Conditions;

**"Payment Date"** means the date on which the monthly direct debit is received or payment to the Company is made and in such monetary form;

**"Period"** means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between Us and the You as the period during which some Services will be provided;

**"Premises"** means the building, land, or property at which the Services for the Customer are being carried out;

**"Public Holidays"** means any day which is a public holiday throughout the United Kingdom;

**"Quote"** means the itemised invoice documenting the price and all Work carried out by the Company to the Customer;



**“Rates”** means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the, Quote, Contract or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any work it has done;

**“Rate Schedule”** means the schedule of rates, charges and conditions for Our Services as set out in the Contract, and as may be varied, from time to time;

**“Representatives”** means the employees or agents of the Company;

**“Service request”** means a request for our Services via one of the channels set out in Appendix A;

**“Services”** means the provision of any services by Us including Work, advice and recommendations relating to the Business;

**“the Company”, “Us”, “LPC”, “Our” or “We”** means Lion Pest Control (Company No. 13368197) registered at 26 Chapple Road, Witheridge, Tiverton, Devon, EX16 8DB and its employees, agents, heirs, successors and assignees;

**“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994.  
and

**“Work”** means any labour carried out, whether or not in connection with Our Services, or for the purpose(s) of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of pest control equipment, consulting, scoping, planning, documenting and quoting for complex items.

In these Conditions, the Rate Schedule and every Quote, Contract, or other arrangement in connection with the supply of Goods or Services by the Company, unless the contrary intention appears:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

Reference to **any gender shall include every other gender**;

Reference to **any Act of Parliament, Statute or Regulation shall include any amendment** currently in force at the relevant time and any Act of Parliament, Statute or Regulation enacted or passed in substitution therefore;

**Headings** and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

All references to currency are to **Great British Pounds (GBP / £)**;

A reference to time is to **Greenwich Mean Time (GMT)**;

A reference to an **individual or person includes a corporation**, partnership, joint venture, association, authority, trust, state or government and vice versa;

A reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions;

A recital, schedule, annexure or description of the parties forms part of these Conditions;



A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning;**

A reference **“Parties”** means the Company and Customer collectively,

A reference to **“includes”** means **includes without limitation;**

A reference to **“will”** imports a condition not a warranty; and

## **2. APPLICATIONS OF THESE CONDITIONS**

These Conditions are deemed to be incorporated in and are applicable to the terms of every Quote, Contract, or other arrangement in connection with the supply of Goods and/or Services by the Company to You.

You are deemed to have accepted these Conditions either when you accept our initial quotation or from the date of any performance of the Services (whichever occurs earlier) and these Conditions and our Quote form the entire agreement between us.

You acknowledge that you have not relied on any statement promise or representation made or given by or 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.

It is the Customer’s obligation to fulfil any special arrangements or prepare any such works detailed in the Quote in order for the Company to provide it’s Services effectively and at the price agreed by the Parties.

Any variation to these Conditions shall be agreed by LPC in writing.

The invalidity or enforceability of any one or more of the provisions of these Conditions will not invalidate, or render unenforceable, the remaining provisions of these Conditions.

## **3. COMMITMENT TERM**

- 3.1 The minimum term Our Services are required for is outlined in Your Quote and/or Contract, which commences from the first Business Day following the execution of Contract.

## **4. TERMINATION AND CANCELATION**

- 4.1 You have the right at any time during the Term, to terminate the Contract by serving the Company in no less than thirty (30) days a Notice to Terminate.
- 4.2 Any Notice to Terminate must be set out in the prescribed form below:
  - 4.2.1 addressed in writing to the Company by email to [Terminations@Lionpestcontrol.co.uk](mailto:Terminations@Lionpestcontrol.co.uk);
  - 4.2.2 include reasons for termination;
  - 4.2.3 state the date you wish to terminate Your Contract; and



- 4.2.4 be signed by a Director or other company or property decision maker.
- 4.3 All Contracts are subject to a 14 day “Cooling Off” period which provides the Customer with a right to cancel their Contract within 14 days of the Commencement Date.
- 4.4 You may serve thirty (30) days written Notice to Terminate the Contract should the Company:
  - 4.4.1 Fail to fulfil any material aspect of Our obligations in line with these Conditions and do not remedy any such failure within thirty (30) days of receipt of such written notice.
  - 4.4.2 Breach any material term or condition of the Contract and fail to remedy such breach within thirty (30) days of receipt of such written notice.
  - 4.4.3 Terminate or suspend our business operations unless it is succeeded by a permitted assignee under these Conditions or the Contract.
- 4.5 We may terminate the Contract upon serving thirty (30) days written notice from the next Payment Date should the Customer:
  - 4.5.1 fail to fulfil any material aspect of Our obligations in line with these Conditions and do not remedy any such failure within thirty (30) days of receipt of such written notice.
  - 4.5.2 breach any material term or condition of the Contract and fail to remedy such breach within thirty (30) days of receipt of such written notice.
  - 4.5.3 the Company identifies a health and safety risk it believes will cause significant damage to the health of its Representatives, the Customer, any animals or the environment, which cannot be remedied.
- 4.6 If either party terminates this Agreement, the Company shall assist in the orderly cessation of the Services, including timely transfer of such Services to another designated provider. Please note that You agree to pay us for rendering such assistance at the normal rates as outlined in Our current Rate Schedule.
- 4.7 Subject to the commencement of any Work, the Customer has the right to terminate this Contract at any time within the first 14 days from the commencement date, provided the Company receives a Notice to Terminate set out in clause 4.2.
- 4.8 Any arrears or outstanding payments in connection with the supply of our Services must be paid for the entirety of that period until close of business on the final day of termination.
- 4.9 Where the Customer has decided to cancel a lengthy service (“**Job Work**”) and such Work has commenced, the Company reserves the right to charge the client for the percentage of Work completed.
- 4.10 Where Job Work includes the provision of multiple Services under one Contract which has subsequently been terminated under this clause 4, the Company may calculate the



cost and charge for any Work carried out prior to the cancellation of the agreement separately.

- 4.11 Should it be determined that the cause of the pest activity is as a result of adverse conditions, which may be outside the control of the Premises owners, the Company reserves the right to immediately terminate this agreement and take full or part payment for its Services in the process.
- 4.12 Once a Customer Contract has been terminated, the Company is no longer obligated to provide its Services to the Customer.
- 4.13 Should a Customer wish to cancel or amend an appointment, they shall, in not less than 24 hours before the appointment date (“**Allotted Period**”), submit a notice to cancel the same via email to [terminations@Lionpestcontrol.co.uk](mailto:terminations@Lionpestcontrol.co.uk):
  - 4.13.1 we may reserve the right to charge a fee of £25.00 (“**Late Notice Charge**”) should there be any failure to give notice within the Allotted Period; or
  - 4.13.2 where due to no fault of Our own, an LPC Representative attends a site and is unable to gain access to the Premises for the purposes of an inspection.

## 5. REFUNDS

- 5.1 In the event the Company fails to provide their Services and the Customer has fulfilled their obligations as set out in the Contract, the Customer will be entitled to Customer Credits.
- 5.2 Prior to any Works carried out, should the Company discover a health and safety hazard at the Customer’s Premises which it may not be able to remedy, the Company shall terminate the Customer’s Contract in accordance with clause 4 of these Conditions and refund accordingly.

## 6. REPRESENTATIONS

- 6.1 You acknowledge that none of employees or agents have the right to make any representation, warranty or promise in relation to the supply of Goods or Services other than and subject to those contained in these Conditions.
- 6.2 You acknowledge that all advice on the grounds of Health and Safety as set out by LPC prior to, during and following an inspection shall be adhered to, as this may result in harm to human and animal health (including domestic animals) and any surrounding environment if such advice is not followed.

## 7. NOTICES

- 7.1 Any notice(s) under these Conditions shall be made in writing and sent by e-mail to the most recent registered address we hold on file for You.

## 8. GOVERNING LAW

- 8.1 These Conditions shall be governed by and construed in accordance with English law and the parties hereby exclusively submit for all purposes in connection with these Conditions to the jurisdiction of the courts of England and Wales.





## 9. ASSIGNMENT AND SUB-CONTRACTING

- 9.1 We may assign or subcontract any or all Company Services but shall retain prime responsibility for those Services under these Conditions.
- 9.2 Where the Company or its Representatives is unable to complete Work on a Customer Contract due to illness or other such absence, the Company reserves the right to assign a Customer Contract to a Third Party individual or corporation (“**Contractor**”) on a short-term basis (“**the Assignment**”).
- 9.3 Not less than 24 hours before the Assignment, the Company shall inform the Customer and provide them with details of the Contractor who shall carry out the Work on that Assignment.
- 9.4 Any payment for Work carried out on that Assignment by the Contractor shall be dealt with between the Company and the Contractor.
- 9.5 The Customer may not assign any rights and obligations under this Agreement without the prior written consent from the Company.

## 10. VARIATION OF THESE TERMS AND CONDITIONS

- 10.1 We may at any time vary these Conditions from time to time and notify you accordingly. We deem that by doing so it ensures sufficient notice of such variation. We are under no other obligation to notify You directly of any variation unless such variation is in breach of these Conditions.

# GOODS AND SERVICES

## 11. QUOTES

- 11.1 **Term and effect:** All Quotes are valid for 14 days only, unless otherwise agreed in writing.
- 11.2 Expiry dates on Quotes inform the Company when the quote remains active or should be discarded. Following the expiry of the 14 day period, a new Quote will need to be requested.
- 11.3 Upon receipt of a Quote, any prices within shall be confirmed as the final agreed price, unless the parties agree otherwise in writing or where there are price or product changes as may be varied from time to time.
- 11.4 Quotes and estimates shall be deemed to correctly interpret the original specifications based on the cost at the time the Quote or estimate is given. If You later require any changes to the same, and those are agreed by us in writing, any changes shall be charged at Our prevailing rate.
- 11.5 The minimum time for a Quote request to be actioned is usually 24 hours. If a Quote is required urgently, please notify us in writing so that we can respond accordingly.



- 11.6 We shall notify You within 24 hours of the expiration of any Quote, however should We not hear from you by 17:00 on the final day the Quote expires, may reserve the right to cancel the same without having to notify or receive further approval from You.
- 11.7 **Varying or withdrawing Quotes:** Please note, We may vary or withdraw a Quote at any time at Our absolute discretion.

## 12. PRICING AND RATES

- 12.1 Prices may vary in accordance with the following:
- a) your location;
  - b) the type of pest being treated;
  - c) the time taken to complete the Work;
  - d) any adverse conditions in and around the premises; and
  - e) cost of any materials and/or products for the treatment.
- 12.2 **Rates exclude Tax:** All fees for Services and/or Goods are exclusive of any applicable VAT and other taxes or governmental levies (unless otherwise confirmed by Us in writing).
- 12.3 **Rates Schedule:** All Goods and Services must be paid at the Rates set out in any applicable Quote and the Rate Schedule set out from time to time during the provision of Our Services.
- 12.4 **Vary Rates:** We may reserve the right to vary any Rate and/or Rate Schedule from time to time and shall provide sufficient notice of such variations.
- 12.5 **Call-out fees:** You acknowledge that call-out fees may be charged in addition to the Rates and at Our absolute discretion. Any call-out fee will depend upon where the Services may vary from Client to Client.
- 12.6 **Expenses:** Any out-of-pocket expenses incurred during the provision of Our Services, shall be paid in addition to Rates, charges, and call-out fees, upon written demand. Such expenses may include accommodation, travel costs, flights, car hire, petrol, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses. Where appropriate, any expense will be documented and shall only be charged upon obtaining prior written authorisation from You before such expenses are incurred.
- 12.7 **Separate charges for Goods and Services:** Where appropriate, We may at Our absolute discretion charge for Goods separately from Services or may charge for Goods and Services together.
- 12.8 **Calculation of increments:** Where a charge is calculated based on increments of time, e.g. 1 hour or 30 minutes, We may charge the applicable rate for the whole increment of time even if Work is done during part, but not for the whole of, that increment of time.



- 12.9 **Further Work:** The Company reserves the right to charge for any additional Work which has fallen outside the requisite number of Visits or where a specialist third-party contractor is required to assist with the pest control issue.
- 12.10 Where such Further Work is carried out but remains incomplete due to no fault of the Company's own, the Company reserves the right to charge the Customer for any additional Work undertaken, whether in part or as a whole and terminate the Contract in accordance with clause 4 of these Conditions.
- 12.11 **Change in underlying costs:** Without prejudice to any other rights under these Conditions, where there is any increase in underlying costs incurred by Us in connection with the supply of Goods or Services to You, We may, at our absolute discretion, vary any of Our Rates.
- 12.12 **Pre-Paid Blocks of Service:** Where You agree to purchase a pre-paid blocks of services during a Period, payment **must be made in advance** for such blocks at the rate applicable to the Rates Schedule for all Services. Each rate may incorporate a discount agreed by Us in writing and in respect of such blocks of service. Services **included in pre-paid block service rate** during the Period:
- 12.12.1.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Rates Schedule;
- 12.12.1.2 **are only provided by Us during the applicable Period.**
- 12.12.1.3 Where Services are provided for a specified Period:
- 12.12.1.3.1 the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and
- 12.12.1.3.2 We are not liable to refund, reimburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

### 13. SERVICES

- 13.1 The Company shall provide the Customer with an appointment within 3 working days. There may be circumstances where we are unable to provide availability for an inspection and shall ensure availability of one of our Representatives at the earliest convenience.
- 13.2 A Customer may take out a Contract to cover a portion or specific area of a Premises. Such areas will be outlined and detailed within the Quote. If such Work requested by the Customer is to be completed outside of the surface area that the Contract applies to, then the Company reserves the right to charge additional fees.
- 13.3 **Additional Services:** Should you require additional services outside of your Contract Plan, please make this request in writing to the Company in order for the plan to be upgraded to cover the same.

### 14. FORCE MAJEURE



- 14.1 **Force Majeure:** If We are unable to supply any Goods or Services due to circumstances beyond Our control, We may cancel any Contract (even if already accepted) or cease to provide the Services by written notice to You.
- 14.2 We shall not be liable for any breach of contract due to any matter or thing beyond Our control, including failures by third parties to supply goods, services or transport, stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.
- 14.3 If such issue persists for a period of 28 days, the Contract shall be declared null and void. Any outstanding expenses shall be written off and any unpaid Goods shall be returned to Us as soon as reasonably practicable.

## 15. WARRANTIES

- 15.1 **Reliance on manufacturer's Warranty:** You rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and shall directly deal with such manufacturer for all claims covered by those warranties.
- 15.2 **No claim for manufacturer's default:** You indemnify and hold Us harmless in respect of the performance or otherwise, by any manufacturer of Goods supplied by Us, of any obligations of that manufacturer in respect of such Goods. This includes any damages or monies due and arising under, or in connection with, any breach by the manufacturer of any warranties in respect of those Goods.

## 16. LIABILITY

- 16.1 **Exclusion:** Except as specifically set out herein and so far as may be permitted by law, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services carried out, whether implied or express, by statute, common law, trade usage, custom or otherwise, is hereby excluded.
- 16.2 The Company may advise the Customer how to manage pest problems and shall not be held liable for any damage whereby a Customer has not taken reasonable steps based on such advice to treat or prevent current or future pest problems.
- 16.3 The Company shall not be liable for any pest control related legal action taken against the Customer by a third party. The Customer shall be held ultimately responsible for their Premises and should ensure that they meet the regulatory standards set out by their local authority. LPC shall advise accordingly, should the Company be summoned to do so.
- 16.4 **Limit on consequential damage:** You indemnify and hold Us harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to You or any third party.
- 16.5 **Limit on damage from a failure in supply:** You indemnify and hold Us harmless for any allegation or claim for loss or damage by You or third party where there has been a



failure to meet any delivery date, cancelation, or suspension to the supply of Goods or Services.

16.6 **General limitation of liability:** Except as otherwise stated within these Conditions, We are not liable for any loss or damage however caused (other than those incurred by Our negligence or which result in personal injury) which is incurred by You in connection with:

16.6.1 Goods or Services provided;

16.6.2 any act or omission of Ours or the provision of inaccurate, incomplete or incorrect information by You.

16.7 **Laws still apply:** Nothing in these Conditions is to be interpreted as to exclude, restrict, modify or having the effect of excluding, restricting, or modifying the application of any legislation applicable to the sale or supply of the Goods or Services which cannot be excluded, restricted, or modified.

16.8 **Severance:** If any provision contained in the Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of the Conditions.

## 17. ERRORS AND OMISSIONS

17.1 We make every effort to ensure that all prices and descriptions quoted are accurate. In the case of an error or omission, We may rescind the affected Contract by written notice, notwithstanding that We have already accepted the Customer's application for a Contract and/or payment for the same. Our liability in that event will be limited to the return of any money paid in respect of the Contract.

# OUR RESPONSIBILITIES

## 18. PRIVACY STATEMENTS AND YOUR RIGHTS

18.1 We collect Your personal information for the fulfilment of all Quotes, Contracts and provision of Goods or Services, which may be retained for 6 years after completion of Work and used only for any such purposes ("Authorised Purposes").

18.2 You are required to provide your personal information to Us for Authorised Purposes.

18.3 We may disclose Your personal information to other persons for the Authorised Purposes only, which may include any of the following;

18.3.1 the fulfilment of Quotes, Contracts and Work; or

18.3.2 the provision of Goods or Services; or

18.3.3 to verify the information You provide; or

18.3.4 to verify or inquire about Goods or Services that may be suitable for your purposes;  
or

18.3.5 to confirm Your requirements;



18.3.6 to anyone proposing to supply Goods or Services to You; or

18.3.7 to acquire Goods or Services on Your behalf.

- 18.4 We will otherwise not disclose any personal information without Your consent unless authorised by law.
- 18.5 Your personal information shall only be held at Our registered office or principal place of business. Any request to access, removal or correct it may be done so by contacting us via email.
- 18.6 We rely on You to submit correct information and details where requested. You accept that You may incur additional expenses if you submit incorrect information.
- 18.7 We may send you marketing material from [marketing@lionpestcontrol.co.uk](mailto:marketing@lionpestcontrol.co.uk). Please note you have the option to unsubscribe from our mailing list at any time. You may also request your data at any time but must give reasonable notice of 14 days to [data@Lionpestcontrol.co.uk](mailto:data@Lionpestcontrol.co.uk)

## 19. INSURANCE COVERAGE

- 19.1 The Company at it's own expense shall maintain public and products liability insurance for the aggregate value of £5,000,000. At the Customer's request it shall provide certificates, including renewal certificates evidencing such coverage within thirty (30) days of commencing this Agreement, at every renewal and at other times as may be reasonably requested by You.

## YOUR RESPONSIBILITIES

### 20. LODGING OF SERVICE REQUESTS

- 20.1 In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of Service Requests as outlined in Appendix A.

### 21. ACCESS TO PREMISES

- 21.1 In order to treat pest activity effectively during the course of its inspection, the Customer agrees to provide reasonable and safe access to all areas of the Premises.
- 21.2 The Customer shall not less than 4 hours before an LPC Representative attends the Premises, inform them of any known hazards or hazardous materials on-site.
- 21.3 The Customer shall inform the Company of any alarm or intruder system. Such systems should be disarmed or immobilised prior to an inspection by an LPC Representative. Please note that LPC is neither liable or responsible for an alarm being triggered.
- 21.4 The Customer agrees to allow the Company to attend the Premises to carry out the agreed Services. Such Services may be carried out on those other than Business Days.
- 21.5 Failure to provide reasonable access to the Premises to carry out any Work shall result in visits not being carried out while charges may still be applicable.



- 21.6 Any right to rearrange or cancel the appointment shall be unaffected so long as it is within the Allotted Period.

## **22. LPC EQUIPMENT**

- 22.1 All equipment laid or left at the Customer's Premises is under the legal and beneficial ownership of LPC unless otherwise agreed in writing by the Parties.
- 22.2 The Customer shall ensure that Company equipment is not tampered with. Please note all equipment left on-site is potentially harmful and may result in endangerment to human life or physical harm to animals or the local environment.
- 22.3 The Customer shall treat all LPC equipment with reasonable care. Should the customer be concerned that the equipment is or will be damaged or mistreated they must inform LPC immediately. Please note LPC reserves the right to charge for losses should Customer negligence result in the damage of its equipment.
- 22.4 The Company reserves the right to refuse treatments of pests which it may deem not necessary, harmful to the environment, or illegal.
- 22.5 Where a Contract has been terminated in accordance with clause 4 of these Conditions, the Customer shall ensure that the Company is provided reasonable access to collect its equipment from the Premises.

## **23. THIRD PARTY AUTHORISATIONS**

- 23.1 At times We may need to contact third party providers on the Customer's behalf, such as their internet provider. Some of these providers may require Customer authorisation. It is the Customer's responsibility to therefore ensure that the Company shall deal freely with these providers where technical assistance is required.

## **24. PAYMENT, LATE PAYMENT AND DEFAULT**

- 24.1 Please note that the Company shall only commence its Services upon receipt of payment.
- 24.2 Where Job Work is involved, the Customer shall make payment in the following manner:
- 24.2.1 50% of the final fee set out in the Quote up front; and
  - 24.2.2 the remaining balance payable within 14 days of the invoice issue date, the date that services began or where no further visits are further required, whichever is proceeding.
- 24.3 Whereby specialist materials or products have been requested, the Customer shall ensure that a non-refundable payment for the same is made to the Company in advance of the LPC Representative's attendance to the Premises.
- 24.4 Where a Customer job has commenced, but remains incomplete due to no fault of the Company's own, the Company reserves the right to charge the Customer for any Work undertaken, whether in part or as a whole and terminate the Contract in accordance with clause 4 of these Conditions.





- 24.5 **Payment due date:** Unless otherwise agreed in writing between the Parties, all Customers shall ensure fees are paid in full on or by the payment date set out on the invoice ("**Due Date**"). Any payment may be made by cash, cheque, credit, or direct card.
- 24.6 **7 days late:** Where a Customer fails to pay an invoice within seven (7) days of the due date, We may, at Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You
- 24.7 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments shall be added to the amount due and may be recoverable at any time, in addition to the original cost of the invoice. If a Customer defaults in payment of any invoice on time, monies which would have become due by the Customer at a later date shall be immediately due and payable without any further notice to You. Collectively, all monies are hereby referred to in these Conditions as a "Sum Due".
- 24.8 **Interest:** If payment of any Sum Due is not made on time, We reserve the right to charge interest at the rate of 4% per annum above Barclays Bank PLC base rate on the Sum Due until the arrears are paid in full.
- 24.9 **Application of funds:** All payments of the Sum Due shall be applied as follows:
- 24.9.1 towards payment of any costs (including legal costs), charges, expenses or outgoings paid by the Company in relation to any dishonoured cheque fees, collection costs or any other action taken by the Company for the recovery of any amounts owing;
  - 24.9.2 in or towards payment of any interest due or payable hereunder; and
  - 24.9.3 in or towards payment of Customer debts to the Company in order from the longest standing due to the most recently incurred.
- 24.10 **Late Payment arrangements:** In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, the Company may, at its absolute discretion and without prior notice, suspend or discontinue the supply of Goods or Services to You.
- 24.11 **Other remedies:** The Company may exercise any of its rights and remedies including taking legal action against the Customer for the recovery of any monies due, notwithstanding it may have exercised other rights under these Conditions.

## 25. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 25.1 We reserve all copyright and any other intellectual property rights which may subsist in any Goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 25.2 **Warranty and breach:** The Customer warrants that any confidential information or intellectual property (of any kind and in any form held) provided by the Customer to the Company belongs to the Customer. In the event of any breach of this warranty by either





party, the affected party shall pay all sums due as if such warranty had not been breached. Each party shall indemnify the other in respect of any allegations, claims, loss, costs, or expenses in connection with such breach of warranty by the offending party.

- 25.3 **Retention of title:** All intellectual property rights in any Work created, commissioned or acquired by the Company in the course performing its Services shall become their exclusive property unless otherwise agreed in writing between the two parties.
- 25.4 **Confidential Information:** We acknowledge that in the course of providing Our Services, We may learn certain non-public personal and otherwise confidential information relating to You, including Your Customers, consumers or employees. We shall regard any and all information received or known to Us as confidential.
- 25.5 You shall acknowledge that all information and services, consulting techniques, proposals, and documents disclosed by Us or which come to Your attention during the course of business, constitutes as valuable assets of, and confidential and/or proprietary information to the Company.

As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of their employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.



# APPENDIX A

## SERVICE REQUEST LODGEMENT PROCESS

Please ensure the methods and format below are used to contact us upon lodging a service request:

**Phone:** 01884 861 716

**Email:** [contact@Lionpestcontrol.co.uk](mailto:contact@Lionpestcontrol.co.uk)

**Web Portal:** <http://www.lionpestcontrol.co.uk/>

Include a short description of the problem and any images of the pests to assist in resolution of the issue.

If the issue is lodged by either phone or external email, please include your Job number, personal and/or company name and return contact details.

Service requests **should not** be lodged directly with Pest Controller, as this distracts them from resolving the current issue.

## SERVICE COMPLAINTS

All Service complaints should be submitted within 28 days of those Services being provided. Any investigation shall be confirmed with the Customer in writing. All complaints submitted outside of this time frame may not be entitled to a refund. Any complaint shall be submitted to [complaints@Lionpestcontrol.co.uk](mailto:complaints@Lionpestcontrol.co.uk)

## SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests to be addressed outside of Business Hours must be lodged by email. Please note further charges apply for after hours Work/Services.

Please note that Job work visits are not covered outside of Business Hours and shall be subject to additional charges.

Any request received by alternative methods other than by phone shall be dealt with the next Business Day.

