

# PEST ASSASSIN LTD STANDARD TERMS & CONDITIONS

**Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.**

## **Summary of some of your key rights:**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

In this contract:

- 'We', 'us' or 'our' means Pest Assassin Ltd registered office at 35 Ballards Lane, London, N3 1XW, and
- 'You' or 'your' means the person buying services from us

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail [contact@pest-assassin.co.uk](mailto:contact@pest-assassin.co.uk) (Monday to Friday: 9am to 5pm; and Saturday 9am to 3pm), and
- telephone 0207 041 6006 (Monday to Friday: 9am to 5pm; and Saturday 9am to 3pm).

## **1 Introduction**

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 You may only buy services from us for non-business reasons. If you are buying any services from us for business reasons, please speak to our representative.
- 1.3 When buying any services you also agree to be legally bound by our Terms and Conditions and any documents referred to in them.

All these documents form part of this contract as though set out in full here.

## **2 Information we give you**

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this

information before you buy the services from us. Some of this information is also set out in this contract.

### **Information we will give you**

We will give you information on:

- the main characteristics of the services you want to buy
- who we are, where we are based and how you can contact us
- the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)
- the arrangements for payment, carrying out the services and the time by which we will carry out the services
- how to exercise your right to cancel the contract and the costs of doing so

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **3 Ordering services from us**

3.1 Below, we set out how a legally binding contract between you and us is made:

3.1.1 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.

3.1.2 When you decide to place an order for services with us, this is when you offer to buy such services from us.

3.1.3 When you place your order with our representative, he or she will acknowledge it in person, or if this is not possible, by email. This acknowledgement does not, however, mean that your order has been accepted.

3.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) we cannot carry out the services (this may be because, for example, we have legitimate concerns over the safety of the treatment), such decision will be at our absolute discretion
- (b) we cannot authorise your payment
- (c) you are not allowed to buy the services from us
- (d) we are not allowed to sell the services to you
- (e) there has been a mistake on the pricing or description of the services

3.1.5 We will only accept your order when our representative confirms this to you in person or we will email you to confirm this (Confirmation E-mail). At this point:

- (a) a legally binding contract will be in place between you and us, and
- (b) we will start to carry out the services in the way you and we have agreed

3.2 If you are under the age of 18 you may not buy any services from us.

### **4 Carrying out of the services**

4.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

4.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts

to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- 4.2.1 you change the services (and this means we have to do extra work or wait for extra materials)
  - 4.2.2 we cannot access the site at the times we agreed with you
  - 4.2.3 poor weather conditions
  - 4.2.4 if the representative is running late as he is held by previous complicated treatments
  - 4.2.5 if the representative is unwell on the day of the appointment
  - 4.2.6 vehicle accident or local traffic difficulties are encountered.
- 4.3 You must be available at the site or premises during the agreed date and time of the appointment or we reserve the right to charge a call-out fee.
- 4.4 Once the services are performed you agree to sign the treatment report acknowledging the findings, pesticides and/or insecticides used, the location of the treatment and safety advice.
- 4.5 We shall carry out the services in accordance with the guidance provided by the British Pest Control Association.

## **5 Charges and payment**

- 5.1 We will let you know the basis of calculating the charges for the services (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 5.2 We charge for our services on a quotation basis (ie we promise to carry out the services at a fixed price). Your bill will show the dates when the services were carried out and other key information such as *[insert details]*. Please contact us using the contact details at the top of this page, if you want any further information on your bill or have a query on it.
- 5.3 We accept cash, BACS and by credit cards and debit cards. We do not accept cheques.
- 5.4 You will be invoiced and your credit card or debit card will only be charged when an invoice is issued.
- 5.5 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 5.6 If your payment is not received by us under clause 5.7, we may also charge interest on any balance outstanding at the rate of 3 percentage points a year above Barclays Bank plc's base rate.
- 5.7 You must pay for such services within seven days from date of invoice.
- 5.8 The price of the services is in pounds sterling and includes VAT at the applicable rate.

## **6 Right to cancel this contract**

- 6.1 You have the right to cancel this contract within 14 days without giving any reason.
- 6.2 The cancellation period will expire after 14 days of the conclusion of the contract.
- 6.3 You accept that pest control appointments are urgent in nature so if you want us to start work within 14 days of placing an order for the services you have made a specific request to waive your 14 day cancellation period.
- 6.4 We reserve the right to cancel the contract where we have commenced the services and;
- 6.4.1 we have concerns that continuing any treatment may not be safe;
  - 6.4.2 you have not adhered to our conditions or requirements; or
  - 6.4.3 you have interfered with or moved our poisons or bait.

## **7 Effects of cancellation**

- 7.1 If you cancel this contract before the services are performed we will reimburse to you all payments received from you, except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period.
- 7.2 We will make the reimbursement without undue delay, and not later than 14 days after the days on which we are informed about your decision to cancel this contract.
- 7.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 7.4 If we cancel the contract for any of the reasons specified in clause 6.4 you will pay in full the fees for the services.

## **8 Nature of the services**

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
  - 8.1.1 the services are carried out with reasonable care and skill
  - 8.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
  - 8.1.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

## **9 Faulty services**

- 9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
  - 9.1.1 contact us using the contact details at the top of this page, or
  - 9.1.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06
- 9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 9.3 Please contact us using the contact details at the top of this page, if you want:
  - 9.3.1 us to repeat the services
  - 9.3.2 us to fix the services
  - 9.3.3 a price reduction
  - 9.3.4 a refund

## **10 End of the contract**

- 10.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **11 Limit on our responsibility to you**

- 11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
  - 11.1.1 losses that:
    - (a) were not foreseeable to you and us when the contract was formed
    - (b) that were not caused by any breach on our part
  - 11.1.2 business losses
  - 11.1.3 losses to non-consumers
- 11.2 Our liability to you shall not exceed the charges paid by you for this contract.

## **12 Disputes**

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with:
  - 12.2.1 the services
  - 12.2.2 our service to you generally
  - 12.2.3 any other matterplease contact us as soon as possible.
- 12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
  - 12.3.1 let you know that we cannot settle the dispute with you, and
  - 12.3.2 give you certain information required by law about our alternative dispute resolution provider.
- 12.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract
- 12.5 Relevant United Kingdom law will apply to this contract

## **13 Third party rights**

- 13.1 No one other than a party to this contract has any right to enforce any term of this contract