

	
General Terms & Conditions	SPC T&C – 001

Safeguard Pest Control and Environmental Services Limited

General terms and conditions for supply of services to both business and consumer (domestic) customers.

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services and goods to you, how either party (you or we) may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying services and/or goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to our agreement. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Safeguard Pest Control and Environmental Services Limited, a company registered in England and Wales. Our company registration number is 02597625 and our registered office is at One, Fleet Place, London, England.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 328 4931 or by writing to us at Unit 6 Churchill Business Park, The Flyers Way, Westerham, Kent. TN16 1BT.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

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2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email or write to you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the services.

3.3 Your order number. We will assign a contract or account number to your order and tell you what it is when we accept your order. It will help us if you can state your contract or account number whenever you contact us.

3.4 We only sell to the UK. Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our services

4.1 Services may vary slightly from descriptions. The images and descriptions of the services and products on our website or other written material supplied by us are for illustrative purposes only.

4.2 Making sure your measurements are accurate. If we are making or supplying any products to measurements you have given us you are responsible for ensuring that these measurements are correct.

4.3 Your obligations to us. You will ensure that the advice and instructions given by us in relation to health and safety and safe use of pesticides are adhered to.

5. Our rights to make changes

5.1 Minor changes. We may change the services we provide and any products we supply:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to reflect changes in the requirements for the particular services; and
- (c) to implement minor technical adjustments and improvements.

6. Providing the services

6.1 When we will provide the services. During the order process we will let you know when we will provide the services to you.



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- (a) **In the case of one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process
- (b) **In the case of ongoing services.** We will supply the services to you until either the services are completed or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.3 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

6.4 When you become responsible for goods. If we supply goods to you, those goods will be your responsibility from the time we deliver them and you will own those goods once you have paid for them in full.

6.5 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the services to you, for example, descriptions of your property and the pest issues you have encountered. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.6 Reasons we may suspend the supply of services to you. We may have to suspend the supply of a service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the nature of delivery to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 5).

6.7 Your rights if we suspend the supply. We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to

	
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suspend the supply of services, we will commence re-supply as soon as practicable. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than six weeks and we will refund any sums you have paid in advance for period after you end the contract.

6.8 We may also suspend supply of services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 12.5) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply. We will not suspend the supply where you reasonably dispute an unpaid invoice (see clause 12.8). As well as suspending the services we can also charge you interest on your overdue payments (see clause 12.7).

6.9 Abortive Visit Charge (AVC). The Company reserves the right to charge an ‘Abortive Visit Charge’ (AVC) which, if applicable could include any associated equipment where an appointment to conduct work has been agreed upon and out technician(s) arrive within the appointment slot but is unable to carry out the work at, or gain access to the work / end user site.

This AVC could also apply when an agreed appointment is cancelled at the last minute; e.g. within 24 hours from when the appointment was made for.

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on the nature of the services, whether there is anything wrong with them, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If the supply of services is faulty or mis-described you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), **see** clause 10 if you are a consumer and clause 11 if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
- (c) **If you are a consumer and have just changed your mind, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 7.6.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

	
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- (a) we have told you about an upcoming material change to the services or these terms which you do not agree;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than six weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought over the telephone or online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of services once these have been completed even if the cancellation period is still running.

7.5 How long do consumers have to change their minds? If you are a consumer you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. In most cases, owing to the urgent nature of the services we provide, it is likely that we will be required by our customers to carry out services immediately, within the 14 day cooling off period referred to above.

7.6 Ending a contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed. If you want to end the contract in these circumstances, just contact us to let us know. If the contract is for one off services, you must give us at least one month's notice to end the contract. If the contract is for ongoing services, then unless we agree otherwise in writing the contract will be for a minimum period of twelve months and can be brought to an end at any time after that initial twelve month period by giving us no less than three months notice.

	
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8. How to end the contract with us (including if you are a consumer who has changed their mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01959 565777 or email us at info@safeguardpestcontrol.co.uk. Please provide your name, address, telephone number, email address (if available), details of your order/contract or account number.
- (b) **Online.** Complete the form on our website www.safeguardpestcontrol.co.uk and forward to info@safeguardpestcontrol.co.uk
- (c) **By post.** Print off and complete the Customer Cancellation Form available on our website www.safeguardpestcontrol.co.uk and post it to us at the address on the form, OR simply write to us providing your details (name, address, telephone number and email address) advising of your cancellation and reason(s) why.

8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you by the method you used for payment. However, we may make deductions from the price of an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract

10. Your rights in respect of defective services if you are a consumer

10.1 If you are a consumer the Consumer Rights Act 2015 says:



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- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or receive a refund or partial refund if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11. Your rights in respect of defective products if you are a business

11.1 If you are a business customer we warrant that our services shall be carried out with reasonable skill and care.

11.2 Subject to the remaining terms of this agreement, if:

- (a) you give us notice in writing within 12 months of carrying out the services and within a reasonable time of discovery that the services do not comply with the warranty set out in clause 11.1;
- (b) we are given a reasonable opportunity of examining any premises where the services were carried out

we shall, at our option, re-supply the services or provide a refund.

11.3 Except as provided in this clause 11, we shall have no liability to you in respect of a breach of the warranty set out in clause 11.1.

12. Price and payment

12.1 **Payment.** All payments are to be made to Safeguard Pest Control and Environmental Services Ltd, Unit 6 Churchill Business Park, The Flyers Way, Westerham, Kent, TN16 1BT where this Agreement shall be deemed to have been made.

12.2 **Pricing.** The price you will pay as a consumer (domestic) customer will, unless specified otherwise include VAT and the price you will pay as a commercial (business) client or customer will be excluding VAT. The price will be the price given to you on the telephone or by email or in writing. We take all reasonable care to ensure that the price is correct. However please see clause 12.4 for what happens if we discover an error in the price of the services you order.

12.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

12.4 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of our literature or other information may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your



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order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.5 When you must pay and how you must pay. We accept payment with debit or credit cards, by direct bank transfer, and by direct debit or standing order.

For contracts for the supply of one off services, unless we agree otherwise, you must make payment in full in advance.

For contracts for ongoing services, you must, unless agreed otherwise, make payment quarterly in advance of service, and our payment terms are 30 calendar days from the date of invoice.

12.6 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to charge statutory interest (if higher) for business customers.

12.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we have the right to charge you interest on correctly invoiced sums from the original due date.

12.9 Service & supply price increase(s). Safeguard shall have the right to review and if applicable increase prices from time to time upon written notice not less than 30 days prior to the effective date of such increase(s).

13. Our responsibility for loss or damage suffered by you if you are a consumer

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you or we discussed it during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence



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of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.1.

13.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 We are not liable for business losses. If you are a consumer we only supply the services to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

14. Our responsibility for loss or damage suffered by you if you are a business

14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

14.2 Except to the extent expressly stated in clause 11.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £25,000 (twenty five thousand pounds).

15. Equipment Rental

15.1 Rental charges are continuous, with installed / supplied equipment never becoming the property of the client unless purchased from the Company under a separate agreement.

15.2 If payment is not received on the due date, the Company reserve the right to remove rented equipment which is the subject of the Agreement from the client's premises.



- 15.3** For the period of the rental Agreement, it is the Client’s responsibility to ensure the rented equipment is adequately covered by insurance, against loss and damage, and should this occur the Client must undertake to provide the Company with compensation for their loss.
- 15.4** In accepting this rental agreement and instructing the Company to proceed with the Rental and Service, the Client will be deemed to have personally undertaken the responsibility to pay the amount due to the Company and to be authorised to give such instructions and in particular to have obtained where necessary, the landlord’s or superior landlord’s permission to do so.
- 16. How we may use your personal information**
- 16.1 How we will use your personal information.** We will only use your personal information as set out in our privacy policy, a copy of which is available on our website www.safeguardpestcontrol.co.uk.
- 17. Other important terms**
- 17.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 17.6 Which laws apply to this contract?** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

	
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Customer Cancellation Form

(Complete and return this form only if you wish to withdraw from a contract)

To:

Safeguard Pest Control & Environmental Services Ltd,
Unit 6, Churchill Business Park,
The Flyers Way,
Westerham,

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Kent.
TN16 1BT

Telephone Number: 01959 565777
Email Address: info@safeguardpestcontrol.co.uk

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract for the supply of the following service(s)

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currently provided by Safeguard Pest Control & Environmental Services Ltd.

Ordered on:

Name of Customer:

Address of Customer:
.....
.....
.....

Telephone Number:

Email Address:

Contract/Account Number (if applicable):

Signature of Customer:

Print Name:

Date: