

Swift Response Pest Control Ltd

Pest Control Treatment - Terms and Conditions of Service

Please read these terms and conditions carefully before booking any services from us. By booking any of our services, you agree to be bound by these terms and conditions

1 Your status

1.1 By placing an order with Swift Response Pest Control Ltd you warrant that you are legally at least 18 years old and that you are resident in the United Kingdom.

1.2 Throughout these terms and conditions “You” and “your” shall refer to the customer named in the booking. We, us and our shall refer to Swift Response Pest Control Ltd.

2 How the contract is formed between you and us

2.1 The contract with us will only be formed when we confirm your booking.

2.2 The Contract will relate only to those services that have been confirmed in the Booking. We will not be obliged to supply any other services which may have been part of your booking until it has been confirmed in a separate conformation by email.

2.3 For the purposes of these terms the “Relevant Pests” shall be whichever pests are referred to in the conformation.

2.4 In order for us to confirm a booking, we may require evidence that you are the owner occupier or tenant of the property, living in a single-family occupancy property. If you are a landlord renting out the property you will be subject to our commercial terms and commercial rates. If you are a tenant in a multiple occupancy property, the booking must be made by the landlord for legal and safety reasons, under our commercial terms.

3 Payment

3.1 The fee for service includes VAT and will be as agreed at the time of Booking.

3.2 Our fees may vary on a geographical basis and may be subject to any adjustment in accordance with these terms due to circumstances that we are unaware of at the time of the booking.

3.3 Payments for all services may be made by Debit card, bank transfer when the booking is made or in cash when our technician arrives on site. We do not accept payment by cheque.

3.4 **Late payment**, Late payments for services more than 1 calendar month in arrears will incur a 20% administration fee to be added to any Outstanding payment.

4 Cancellations

4.1 We will use reasonable endeavors 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):

4.1.1 if the technician was running late as held up by previous

complicated treatments.

4.1.2 adverse weather conditions.

4.1.3 sudden Technician sickness.

4.1.4 vehicle accident or local traffic difficulties.

4.2 If we fail to turn up for your appointment slot and do not contact you on the contact number provided before the expiry of this slot, you will be able to choose whether to:

4.2.1 arrange an alternative slot and receive a 20% discount: or

4.2.2 cancel our Service and obtain a full refund.

4.3 We will usually refund by bank transfer.

4.4 If we have legitimate concerns over the safety of our staff or we are unable to treat a wasps nest for environmental reasons, then we shall treat the Contract as cancelled by us and we will refund any fees you have paid in full. Reasons for non-treatment include (without limitation):

4.4.1 risk to aquatic life from contamination by application of insecticides.

4.4.2 un-boarded lofts which are deemed unsafe to negotiate.

4.4.3 uncovered water tanks near the habitat.

4.4.4 habitat located in chimney.

4.4.5 habitat entrance located on high roofs with no loft access that require multi stage ladders.

4.4.6 sites which cannot be safely treated by our technician, such as power lines close by or above a conservatory.

4.4.7 any other legitimate relevant health and safety restriction.

4.5 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, no refund will be provided.

5 Your obligations

5.1 You 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 allow us free access to all parts of the premises for an inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment.

5.3 You agree 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 must be available at the site during the agreed time slot, unless prior arrangements have been made in advance for us to carry out the Service in your absence.

6 Our obligations

6.1 The Service is to attend your premises, inspect the relevant area and, if we confirm that the Relevant Pests are present, treat the active pests. If on inspection we cannot confirm the presence of the Relevant Pests, we may carry out tests using non-toxic products, which will constitute a chargeable treatment, but we will not use toxic products.

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 treatment.

6.3 Critical safety data information advising of the materials used and any precautions that are required will be left with you. It is a requirement of the Health and Safety at Work Act 1974 and the Control of Pesticides Regulations 1986 that the customer reads this information, to comply with it, and to keep the information on their premises for ready reference in case of any accident or emergency. You agree to this.

6.4 Please note that carrying out the treatment may not eradicate the Relevant Pests.

7 LIMITATION OF OUR LIABILITY - PLEASE READ:

7.1 Subject to clause 9.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the fee paid for the treatment.

7.2 Subject to clause 7.4, we will not be liable for consequential or indirect loss or damage caused from the treatment (or omission to treat the habitat), damage caused by the Relevant Pests, or losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- loss of income or revenue,
- loss of business,
- loss of opportunity,
- loss of profits
- loss of anticipated savings loss of data or waste of management or office time.

However, this clause 7.2 will not prevent claims for loss of or damage to your tangible property that is foreseeable and due to our negligence.

7.3 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.

7.4 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other matter for which it would be illegal for us to exclude, limit or attempt to exclude or limit our liability.

8 Your Personal Data

8.1 Swift Response Pest Control Ltd is the data controller under the General Data Protection Regulation (“GDPR”) in relation to personal data we hold about our customers.

8.2 When you book our services, we will ask for your name, contact details and address of the relevant premises. We will use these for our legitimate interests in booking administration and confirmation, order fulfilment, billing, payment, delivery, after-care services and complaints and to comply with our contract with you. When we visit the property, we may take photographs inside and outside for our legitimate interests in identifying proofing issues, the extent of an infestation, room conditions or other information reasonably necessary to carry out our services or to show why we are unable to do so.

8.3 If you give us any health-related information, we will store this and notify the technician about it if relevant to their visit, if you consent to this.

8.4 If you become aware of any inaccurate personal data we hold, please contact us so that this may be corrected. Similarly, if you wish us to use any of your other rights under the GDPR, please let us know.

9 Feedback / Complaints

9.1 We aim to provide best service to our customers, but we understand that we do not always get things right. If you have negative feedback or a concern, please raise this with us by our preferred communication method of e-mail to lpg397@gmail.com You can also call us on 07722 123 154.

9.2 If you are unsatisfied with the response or do not feel that an adequate solution has been obtained and wish to complain, please write to us at Swift Response Pest Control Ltd, 17 Black Bourton Road, Carterton, Oxfordshire, OX18 3HW or e-mail lpg397@gmail.com It would be useful if you set out full details of what you feel was our service delivery failure. Your concerns will then be investigated, and the outcome of the investigation will be explained to you, where possible within 10 working days of receipt of the complaint.

9.3 You may also refer a 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 site, 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. You may not transfer, assign, charge or otherwise dispose of the 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 the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12 Severability

If any of these terms or any provision of the Contract is determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13 Late Cancellation

A Cancellation is considered Late if notification is given less than 48 hours prior the start of work. In this situation the customer will be liable for the full agreed contract price.

Swift Response Pest Control Ltd

Pest Control Treatment Cancellation Form

in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Important Notice to Consumers: Your Right to Cancel

You have until 2 working day prior to commencement of the treatment or (if sooner) 14 days from receipt of the booking confirmation, to cancel our service. However, you will only receive a full refund if you cancel before treatment begins. Please see our terms and conditions for more information

We will accept your cancellation request by telephone if you wish, however you may communicate with us more formally if you prefer by completing and returning this form.

Telephone 07722 123 154

E-mail this form back to us at lpg397@gmail.com

Complete and Post the form to us 160 Queens rd Carterton, Oxon OX18 3XN

Date order placed	
Reference number (where applicable)	
Customer name	
Customer address	

Signature	
Date	