

Terms & Conditions – CONTRACT AGREEMENTS

'Beaver Pest Control' used hereinafter refer to and is legally binding to mean Beaver House Services Ltd.

1.0 Agreement Period

1.1 Prices stipulated in this agreement will remain valid for 28 days, after which Beaver Pest Control reserves the right to renegotiate if not signed and returned within this time. Any changes to the agreed works will require a surveyor to review the survey and renegotiate this agreement.

1.2 A one year minimum agreement period applies and then the contract will continue thereafter unless otherwise specified. A cooling off period of 14 calendar days is allowed from the commencement date but if work has already been carried out within this time; the client agrees to pay for the first quarter and to allow us access to the premises to remove all materials if the contract is terminated in this period. To terminate your services at the end of the minimum agreement period or any time thereafter will require advanced written notice of at least 3 months of an invoice date.

1.3 If additional calls exceed more than four per annum then Beaver Pest Control reserve the right to renegotiate the contract.

1.4 Beaver Pest Control will make every effort to carry out the stipulated number of visits per annum but if entry is refused on three or more occasions over the period of a year our charge will stand. If Beaver Pest Control fail to provide the stipulated number of visits per annum, through no fault of the client, then a credit will be issued.

2.0 Price Increases

2.1 Prices will be adjusted automatically on an annual basis. These will be negotiable if more than 1% above the rate of inflation.

2.2 Advance notice of price increases will only be given if requested in advance or if the terms and conditions are also being changed.

3.0 Accounts

3.1 Invoices are sent in advance and must be paid within 30 days of the invoice date.

3.2 For payments that go beyond our Trading terms in respect of domestic contracts, we reserve the right to add 2% interest per annum, plus such charges as may be incurred by our appointed Third Party Collection Agents.

3.3 For Commercial Customers paying beyond terms we will apply all relevant interest and charges as applicable under The Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 and also the Late Payment of Commercial Debt Regulations 2013, to include any future prevailing Amendments and/or revisions that have been applied to the legislations as at the date of invoice submission.

3.4 Beaver Pest Control reserves the right to suspend services if invoices are not paid by the due date.

3.5 Service will be restored immediately after receiving the outstanding payment amount in full. During suspension charges will continue to be applied as usual.

4.0 Quality Control

4.1 Beaver Pest Control will normally only use suppliers who are accredited to ISO 9001 by a recognised certification body. Only pesticides that are registered by the Control of Pesticides Regulations (COPR) or the Biocidal Products Regulations (BPR) will be used. Staff are employed directly by Beaver Pest Control who carry out all the work themselves. We only use our partners in exceptional circumstances and endeavour to ensure their employees are fully qualified for the work involved. We monitor all work on a regular basis.

5.0 Work outside normal working hours

5.1 Additional charges will be made for all work carried out between 6pm and 8am on a weekday or for any visits made on a weekend or public holiday. We will not call without your permission but recommend you agree a price in advance with Beaver Pest Control for work outside normal hours.

5.2 If Beaver Pest Control has agreed a specific time and date arrangements with the Customer in order to carry out works and the Customer fails to provide access, a £75 aborted call out charge will be applied to the next invoice.

6.0 Loss

6.1 The client shall be liable for any loss sustained by the company, where the client has failed to provide appropriate notice, in advance, of any circumstances affecting the terms and conditions of the contract and the provision or supply of goods or services as described in the agreement.

7.0 Damage

7.1 Whilst agreeing to undertake all reasonable precautions to minimise any disturbance, we do not accept liability for any damage occasioned by the removal of goods or products supplied by other parties or by the removal of goods or products supplied by Beaver Pest Control when removed by other parties without the permission of a senior member of Beaver Pest Control.

8.0 Agreement Specifications

8.1 All goods and equipment supplied to the client for the purposes of providing the services described in the agreement remain the property of Beaver Pest Control at all times, unless otherwise specified in the contract. Until full payment of the amount shown has been received by Beaver Pest Control the legal and beneficial title of such goods shall remain with Beaver Pest Control and the client shall not be entitled to sell, deal with or dispose of the goods until the title has passed.

9.0 Electronic Fly Killers

9.1 Units under a Hire & Service Agreement

9.1.1 The Electronic Fly Killers listed overleaf have been provided to the named client on a hire and service basis only. The units will remain the property of Beaver Pest Control for the duration of the agreement and will be removed on, or soon after, an agreed termination date or if payment has not been received by the due date.

9.1.2 Beaver Pest Control will replace all parts under this agreement if they become faulty or broken through normal wear and tear. If the unit cannot be repaired a replacement will be provided at no extra charge.

9.1.3 Beaver Pest Control are able to provide installation which may be subject to agreed additional charge. Technicians will install the units following the undertaking of a risk assessment and placing the Electronic Fly Killer in the most effective space available for use. If there are areas the client do not want the Electronic Fly Killer to be installed this information must be provided prior to installation. Beaver Pest Control does not accept any responsibility for damage caused due to customer requests for the unit to be moved after initial installation.

9.1.4 If the client does not authorise Beaver Pest Control to provide installation; the responsibility of installation of the units lies with the client and the contract is deemed to have started from the date shown overleaf and not from when the units are installed. Any electrical faults or physical damage caused to the units during installation will be deemed to be the responsibility of the client who will be charged accordingly. Beaver Pest Control does not accept responsibility for the safety of the installation if installed by another party.

9.1.5 Beaver Pest Control does not accept responsibility for the electrical safety of the units however manufacturer's warranty may cover this for a period dependent on the unit.

9.1.6 If the units are removed from the premises by anyone other than a representative of Beaver Pest Control, an invoice will be raised for the value of a new unit.

9.1.7 If the units are damaged for any reason, other than a representative of Beaver Pest Control, an invoice will be raised in respect of the cost of repair or the cost of a new unit.

9.1.8 The client is responsible to ensure that arrangements are made with Beaver Pest Control to remove the units upon termination of the agreement or before the client permanently vacates the premises. Beaver Pest Control does not accept responsibility to remove any marks or damage left behind after removal.

9.2 Service agreement for client's own units

9.2.1 The Electronic Fly Killers listed overleaf are the property of the named client.

9.2.2 Beaver Pest Control will replace ultra-violet tubes, starters and fuses as and when necessary. A charge will be made for all other faulty or damaged parts including delivery charges from other companies.

9.2.3 No charge will be made in respect of labour for servicing; cleaning or repairing units as this is included within the price.

9.2.4 Any damage directly caused by a representative of Beaver Pest Control will be rectified at no cost to the client. However, all other damage will be the client's responsibility.

9.2.5 The responsibility of installation of the units lies with the client and the contract is deemed to have started from the date shown overleaf and not from when the units are installed. Any electrical faults or physical damage caused to the units during installation will be deemed to be the responsibility of the client who will be charged accordingly.

9.2.6 Beaver Pest Control does not accept any responsibility for the electrical safety of the units or the safety of their installation.

10.0 Proofing

10.1 Beaver Pest Control will carry out minor proofing works to the site during their routine visits. If the proofing work is deemed to be too large or cannot be completed within time assigned at site then proofing works will be quoted and charged as a separate job.

11.0 Clients Obligations

11.1 The client is responsible to ensure all information within this agreement is correct and accurate.

11.2 It is the client's responsibility to inform Beaver Pest Control immediately of any changes of ownership or invoicing address; failure to do so will result in any unpaid debts being the responsibility of the signatory or limited company.

11.3 The client is responsible for the security of Beaver Pest Control materials on site. If units are damaged for any reason, other than that caused directly by a representative of Beaver Pest Control or through normal wear and tear, an invoice will be raised in respect of the cost of repair or the cost of a new unit.

11.4 It is the client's obligations to follow instructions provided by the technician following treatment. Beaver Pest Control does not accept responsibility for any injury or illness to any person or pet on site following the technician leaving the premises.

12.0 Data Protection

12.1 This information is essential to the performance of the contract and therefore your signature confirms your agreement for us to hold your data and treatment reports on file in a secure location.

All terms and conditions will stand unless alternative clauses have been recorded elsewhere in this agreement.

Terms & Conditions – JOB AGREEMENTS

'Beaver Pest Control' used hereinafter refer to and is legally binding to mean Beaver House Services Ltd.

1.0 Agreement Period

1.1 Prices stipulated in this agreement will remain valid for 28 days, after which Beaver Pest Control reserves the right to renegotiate if not signed and returned within this time. Any changes to the agreed works will require a surveyor to review the survey and renegotiate this agreement.

1.2 The number of visits in order to complete the works is stated in the agreement. Any amendments to the works agreed once treatment has started due to full information not being provided to the surveyor at time of initial survey will result in the agreement being renegotiated and prices amended if necessary.

1.3 A cooling off period of 14 calendar days is allowed from the signed date but if work has been carried out within this time; the client agrees to pay the full cost of the works agreed.

2.0 Accounts

2.1 Corporate Customers: Invoices will be sent following the initial visit and must be paid within 30 days of the invoice date.

2.2 Residential Customers: Technicians will provide invoice following initial visit and must be paid immediately. A receipt will be issued once payment has been received.

2.3 For payments that go beyond our Trading terms in respect of domestic contracts, we reserve the right to add 2% interest per annum, plus such charges as may be incurred by our appointed Third Party Collection Agents.

2.4 For Commercial Customers paying beyond terms we will apply all relevant interest and charges as applicable under The Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 and also the Late Payment of Commercial Debt Regulations 2013, to include any future prevailing Amendments and/or revisions that have been applied to the legislations as at the date of invoice submission.

3.0 Quality Control

3.1 Beaver Pest Control will normally only use suppliers who are accredited to ISO 9001 by a recognised certification body. Only pesticides that are registered by the Control of Pesticides Regulations (COPR) or the Biocidal Products Regulations (BPR) will be used. Staff are employed directly by Beaver Pest Control who carry out all the work themselves. We only use our partners in exceptional circumstances and endeavour to ensure their employees are fully qualified for the work involved.

4.0 Clients Obligations

4.1 The client is responsible to ensure all information within this agreement is correct and accurate.

4.2 It is the client's responsibility to inform Beaver Pest Control immediately of any changes of ownership or invoicing address; failure to do so will result in any unpaid debts being the responsibility of the signatory or limited company.

5.0 Treatment Guarantees

5.1 Works carried out have a guarantee of 1 month following the final visit within the agreed works. If the issue persists during the guarantee period Beaver Pest Control will provide a further treatment at no cost to the customer.

5.2 It is the client's obligations to follow instructions provided by the technician following treatment. Beaver Pest Control does not accept responsibility for any injury or illness to any person or pet on site following the technician leaving the premises.

6.0 Data Protection

6.1 This information is essential to the performance of the contract and therefore your signature confirms your agreement for us to hold your data and treatment reports on file in a secure location.

7.0 Loss

7.1 The client shall be liable for any loss sustained by the company, where the client has failed to provide appropriate notice, in advance, of any circumstances affecting the terms and conditions of the contract and the provision or supply of goods or services as described in the agreement.

8.0 Damage

6.1 Whilst agreeing to undertake all reasonable precautions to minimise any disturbance, we do not accept liability for any damage occasioned by the removal of goods or products supplied by other parties or by the removal of goods or products supplied by Beaver Pest Control when removed by other parties without the permission of a senior member of Beaver Pest Control.

9.0 Bird Proofing Job Works

9.1 Proofing Systems

9.1.1 Any proofing systems recommended by Beaver Pest Control are designed to solve a particular problem as outlined in the present document. Proofing systems are to be implemented in full and choosing part of a system might seriously diminish the effectiveness of the whole system. Beaver Pest Control cannot accept responsibility for the installation of part systems.

9.2 Bird Proofing Guarantees

9.2.1 All materials used by the company have a 10 year manufacturers' guarantee. Unless otherwise agreed, Beaver Pest Control will guarantee any system installed under the present agreement for a period of 1 year if the systems installed are not disturbed in any way other than through normal weather conditions or activity of the birds.

9.2.2 An extended guarantee can be offered via annual maintenance service where applicable.

9.2.3 If access equipment is originally provided by the client then this guarantee does not include the cost of access equipment to correct the work.

9.3 Cleaning

9.3.1 Bird droppings, nesting materials, etc. will be removed, and the areas affected treated in accordance with present regulations, to eliminate health risks. Unless otherwise stated, the company does not carry out full scale cleaning, washing down, painting, etc.

9.3 Agreement Specifications

9.3.1 Until full payment of the amount shown has been received by the Beaver Pest Control for any goods supplied under the agreement, the legal and beneficial title of such goods shall remain with the company and the client shall not be entitled to sell, deal with or dispose of the goods until title has passed.

All terms and conditions will stand unless alternative clauses have been recorded elsewhere in this agreement.