

# Terms & Conditions

These Terms and Conditions apply to all Services provided by us, Beaver House Services Ltd a company registered in England and Wales under number 3891773 whose registered address is at Unit C21 Trident Business, Centre 89 Bickersteth Road, Tooting London, SW17 9SH. 'Beaver Pest Control' used hereinafter refers to and is legally binding to mean Beaver House Services Ltd.

## 1.0 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"**Client/you/your**" means the Consumer purchasing the Services; "**Consumer**" is as defined by the Consumer Rights Act 2015; "**Agreement**" means the agreement formed as set out in clauses 2 and 7; "**Property**" means any premises at which our Services are to be provided; "**Services**" means the pest control services to be provided by us to you.

1.2 Each reference to "writing" and "written" includes e-mail.

## Contract Agreements

### 2.0 Agreement Period

2.1 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.

2.2 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.

2.2.1 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.

2.2.2 In special circumstances the minimum agreement period may be more than one year, and the minimum termination period may be more than three months of an invoice date. This will be stated within the Agreement.

2.2.3 Your chosen payment method will be stipulated on the agreement form. If paying via Direct Debit, you must maintain your Direct Debit with us at all times, unless we agree to alternative form of payment.

2.3 If additional calls exceed more than 150% of the contracted visits per annum then Beaver Pest Control reserve the right to renegotiate the contract.

2.4 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 full quarter 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.

### 3.0 Price Increases

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

3.2 Unless otherwise stated in the Agreement advance notice of price increases will only be given if requested in advance or if the increase is expected to be more than 1% above the rate of inflation or the terms and conditions are also being changed.

3.3 Price increases will not be applied if your contract is less than nine months old, unless this is agreed by the Client in advance

### 4.0 Accounts

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

4.2 For payments that go beyond our Trading terms in respect of domestic contracts, we reserve the right to add 3% above the Bank of England Base Rate in interest per annum, plus such charges as may be incurred by our appointed Third Party Collection Agents.

4.3 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.

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

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

### 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 on more than one occasion over a calendar year, a £75 aborted call out charge will be applied to the next invoice.

### 6.0 Equipment

6.1 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 or paid for separately. 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.

## Job Agreements

### 7.0 Agreement Period

7.1 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.

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

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

### 8.0 Accounts

8.1 Corporate Customers:

8.1.1 Normally Invoices will be sent following the initial treatment visit and must be paid within 30 days of the invoice date.

8.1.2 If work is requested to be carried out in multiple phases, more than two months apart, then an invoice will be raised for each individual phase.

8.1.3 Beaver Pest Control may insist on payment in advance if the Client's credit score is lower than acceptable limits for the value of work taking place.

8.1.4 For Commercial Customers paying beyond our 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.

8.2 Non-Commercial Customers:

8.2.1 For all work under £500, the full cost must be paid at the time of booking the work by credit or debit card, BACS or credit transfer. An Invoice will only be sent if requested. For work over £500, 50% of the full cost must be paid at the time of booking the work by credit or debit card, BACS or credit transfer. The remaining 50% must be paid during or before the final visit within the agreed works.

8.2.2 For payments that go beyond our Trading terms in respect of domestic customers, we reserve the right to add 3% above the Bank of England Base Rate in interest, plus such charges as may be incurred by our appointed Third Party Collection Agents.

### 9.0 Treatment Guarantees

9.1 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 further treatments at no cost to the customer excluding the cost of any access equipment required that was not originally provided by Beaver Pest Control

## Specialist Work

### 10.0 Beaver 24/7 & PestProtect Systems

10.1 All remote Monitoring equipment remains the property of Beaver Pest Control. All equipment must be returned at the end of the contract. Any loss or damage to the traps will result in the client being invoiced for the full amount of any lost or damaged equipment.

### 11.0 Bird Proofing Job Works

11.1 Proofing Systems

11.1.1 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.

11.2 Bird Proofing Guarantees

11.2.1 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.

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

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

11.3 Cleaning

11.3.1 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.

11.4 Agreement Specifications

11.4.1 Until full payment of the amount shown has been received by 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.

### 12.0 Electronic Fly Killers

12.1 Units under a Hire & Service Agreement

12.1.1 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.

12.1.2 We 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.

12.1.3 Beaver Pest Control can provide installation which may be subject to an 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 does not want the Electronic Fly Killer to be installed, then this information must be provided prior to installation. Beaver Pest Control does not accept any responsibility for damage caused if the customer requests for the unit to be moved after initial installation.

12.1.4 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.

12.1.5 Beaver Pest Control does not accept responsibility for the electrical safety of the units however all units do come with a manufacturer's warranty.

12.1.6 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.

12.1.7 If the units are damaged for any reason, other than by 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.

12.1.8 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.

12.2 Service agreement for client's own units

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

12.2.2 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.

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

12.2.5 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 if Beaver Pest Control are required to rectify the situation.

12.2.6 Beaver Pest Control does not accept any responsibility for the electrical safety of the units or the safety of their installation, but this may be covered by a manufacturer's warranty.

### 13.0 Proofing

13.1 Beaver Pest Control will carry out minor rodent proofing works to the site during their routine visits and on the job end of residential jobs if deemed necessary by the technician. Minor proofing consists of proofing up to tennis ball sized holes. If the proofing work is deemed to be too large or cannot be completed within time assigned at site or 20 minutes for residential jobs, proofing works will be quoted and charged as a separate job.

13.2 Any proofing systems recommended by Beaver Pest Control are designed to solve a particular problem. Proofing systems should 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.

13.3 Proofing works will not guarantee future pest ingress but will reduce the risk.

### 14.0 Drain Works

14.1 The information supplied in our survey are as thorough as possible given the access available into the drainage system(s) during our visit, we will not be held liable for any defects within inaccessible areas including but not limited to neighbouring drainage systems.

14.2 Beaver Pest Control recommend maintenance contracts for all one-way valves installed. If the client decides to go against this advice, Beaver Pest Control cannot be held responsible for any blockages and damage caused as part of a blockage after a period of one month of installation.

14.3 Beaver Pest Control cannot be held responsible for any blockages or damage caused by blockages ensuing from products being put into drains that are not recommended which includes, but is not limited to: oils, fats, grease, sanitary products, wipes or hand towels.

14.4 Beaver Pest Control's advice is that treatment is undertaken just before our drain works and cannot take responsibility for rodents trapped within the property or damage to the property caused by rodents if pest treatments are not carried out alongside drain works.

14.5 If manholes have been buried and then exposed, the customer must ensure that future access is maintained to manholes if one-way valves have been installed. Beaver Pest Control will take no responsibility for any damage or additional costs if we have to expose the manhole again.

## General Terms

### 15.0 Quality Control

15.1 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) will be used and located in accordance to CRRU best practices. 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.

### 17.0 Damage

17.1 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.

### 18.0 General Liability

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

18.2 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, including interest and costs, being the responsibility of the signatory or Company.

18.3 The client is responsible for the security of our materials or equipment agreed to be left on site. If equipment is damaged for any reason, other than that caused directly by a representative of Beaver Pest Control or normal wear and tear, an invoice will be raised in respect of the replacement or repair cost.

18.4 It is the client's obligations to follow instructions provided by the technician following treatment.

18.5 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.

18.6 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.

18.7 We accept no liability in respect of delays or damage due to causes beyond our reasonable control including, but not limited to, staff illness, power failure, industrial action, mechanical breakdown, civil unrest, fire, flood, adverse weather, earthquakes, acts of terrorism or war or governmental action.

18.8 We will not be liable to you for any indirect or consequential loss, loss of profit, loss of business or business opportunity or interruption to business.

18.9 The lifting and replacement of floor coverings, floorboards, decking or the removal of kitchen units and bathroom furniture to be undertaken by specialist contracts at your own cost unless otherwise stated.

18.10 We cannot guarantee that a recurrence of a pest problem would not transpire after completing proofing or drain work as the pest concerned may find alternative ingress points that cannot be accessed.

### 19.0 Data Protection

19.1 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.

19.2 The UK GDPR Fair Processing Notice and Data Protection Policy are available on our website at [www.pestcontrolservices.co.uk](http://www.pestcontrolservices.co.uk) or from our office and this Agreement assumes you agree to these documents.

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