

## CONTRACT DETAILS



**Cancellation rights for anybody purchasing the services for their private use as a consumer are set out in paragraph 4 below. Please note the limitations and exclusions of liability in paragraph 8.**

### GENERAL TERMS AND CONDITIONS

#### 1. GENERAL OBLIGATIONS

- 1.1 "We", "us" or "our" in this agreement refers to Integrum Services LTD and its employees and subcontractors. Our registered address is 12 London Road, Morden Surrey SM4 5BQ. "You" or "your" refers to whoever is identified on page one of the attached service agreement. You are a consumer if you are purchasing the Services for your own personal use otherwise you are a business. "Services" means those pest control services that we agree to carry out for you and to which these general terms and conditions will apply. These Services are set out in the service agreement.
- 1.2 The service agreement and these general terms and conditions form the agreement between us and your standard terms and conditions (if any) attached to, enclosed with, or referred to in any purchase order shall not govern this agreement.
- 1.3 You agree that you will:
- provide access for our employees to carry out the Services at any reasonable time;
  - provide all facilities at the premises that we may reasonably require to carry out the Services;
  - fully follow and comply with any recommendations that may be made by our employees particularly in relation to maintenance of good levels of food and waste hygiene, building hygiene and proofing of building;
  - pay us an additional charge at our normal hourly rate (which is set out in the service agreement) for any journeys we may make where you do not allow us access to carry out the treatment; and
  - pay us at our normal hourly rate for any visits or call outs which are required because you have failed to implement any recommendations we have made.
- 1.4 Provided you pay our charges we will visit your premises as often as we say that we will in the service agreement. We will do what we reasonably can to obtain your signature to confirm that we have visited your premises, however where this is not possible we will mark the service record "no one available to sign". You must tell us about any complaint you may have in connection with a service visit no later than 30 days after that visit otherwise we will be entitled to assume that you are satisfied with what we have done during that visit.
- 1.5 We will provide the Services in conformance with the agreement and with reasonable skill and care.
- 1.6 Unless a third party is specifically identified as having any entitlement under this agreement, nobody apart from you and us shall have any rights under it.

#### 2. CONTACTING US

If you are a consumer you may contact us by telephoning our Customer Service team on 0208 914 7894; writing to Integrum Services LTD, 12 London Road, Morden, Surrey SM4 5BQ or emailing office@integrumservices.co.uk. If you are a business then any notice or communication given by you to us should be in accordance with paragraph 13.

#### 3. DURATION AND TERMINATION

- 3.1 This agreement shall begin on the date you accept our quotation as set out in the service agreement (the

"Commencement Date"). If we are only carrying out a specific task for you (a "Job") this agreement shall end once that Job has been completed and we have been paid. However, if we are performing regular periodic service visits ("Periodic Services") then unless otherwise stated, this agreement shall continue for a minimum period of one year (the "Minimum Period") starting on the Commencement Date.

- 3.2 After the Minimum Period, the agreement will continue on a yearly basis unless terminated:
- at any time by either of us for one of the reasons set out in paragraph 3.3 or paragraph 9 below; or
  - at the end of the Minimum Period or any anniversary of that date where we or you (as applicable) have given the other at least 3 months written notice of termination.
- 3.3 Either we or you shall have the right to terminate this agreement immediately if the other:
- fails to comply with its obligations under this agreement within 7 days of a written request to comply; or
  - is declared bankrupt, or is unable to pay his debts when they are due or where that other is a company, becomes insolvent within the meaning of the Corporations Act 2011.
- 3.4 We may terminate for non-payment of our charges but not unless we have reminded you that you are late paying your invoice as set out in paragraph 5.7.
- 3.5 If you are a consumer you may also terminate this agreement for one of the following reasons:
- there is a risk that our performance of the Services will be significantly delayed because of events outside of our control;
  - we have told you about an error in the charges or the description of the Services and you do not wish to proceed; or
  - we have been unable to perform the Services within any time critical constraints you have told us about in writing and before we commence the Services unless the delay is due to something you have done or failed to do.
- 3.6 Where you terminate this agreement before the end of the Minimum Period and you do not have any right to terminate early, you shall pay us compensation for not complying with your agreement with us. You agree that this compensation will be calculated as follows:
- Where you terminate during the Minimum Period:  
  
80% of the aggregate charges due until the end of the Minimum Period.
  - Where you terminate at any time after the end of the Minimum Period:  
  
30% of the aggregate charges you would have paid us until the time when you would have been entitled to terminate this agreement.
- 3.7 Where we terminate this agreement because you have not complied with your obligations or because you have not paid us for the Services we have provided to you we shall be

entitled to invoice you for compensation in respect of the date from which we terminate this agreement to the date upon which you could have terminated this agreement by giving notice. This compensation shall be calculated on the same basis as is set out in paragraph 3.6.

- 3.8 If this agreement is for a Job and you terminate it before that Job has been completed you will pay us upon our written request 100% of the charges for the work completed at the date the agreement is terminated plus any other irrecoverable costs we have incurred in relation to the Job e.g. hire costs for access equipment. However in no circumstances shall you be liable to pay us any more than the charges you would have paid had you not terminated this agreement.

#### **4. STATUTORY RIGHTS TO CANCEL**

**(This paragraph 4 only applies if you are a consumer and you have entered into a distance or off-premises contract).**

- 4.1 If this paragraph applies to you, then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a legal right to cancel this agreement at any time within 14 days (the "Cooling off Period") beginning on the day after you signed these terms and conditions in our presence, in your home or entered into a distance contract with us over the phone, via email or over the internet. Unless you give us permission in writing we will not begin to provide you with Services until this Cooling off Period has expired.
- 4.2 If you requested us to begin the performance of the Services during the Cooling off Period, you still have the right to ask us to stop providing the Services at any time during that period but you will be liable to pay us for the Services we have provided up to the date on which you cancel. You do not have the right to cancel once the Cooling off Period has ended although you can terminate this agreement as set out in paragraph 3.2, 3.3 and / or 3.5.
- 4.3 To cancel you may complete the cancellation form at the end of this agreement and email it to office@integrumservices.co.uk or send it to the address set out in paragraph 2.

#### **5. PAYMENTS**

- 5.1 The total charges (which exclude VAT) for the Services is set out in the service agreement. However we may also claim additional charges from you for the reasons set out in paragraphs 1.3(d) and (e). You also agree that we shall be entitled to increase the charges on 28 days prior written notice to you:
- (a) at any time after the end of the first year provided we do not increase the charges more than once in any year under this paragraph 5.1(a); and
  - (b) where our operating costs have increased due to reasons outside our control such as:
    - (i) increases to the cost of fuel, utility services, the cost of necessary capital equipment or any other materials we use to provide the Services;
    - (ii) any change to or the introduction of any tax or levy imposed on us by any government agency or other similar group (but not any tax on our profits);
    - (iii) any statutory increase to our labour costs, for example a statutory increase to our employees entitlement to paid leave; and
    - (iv) the addition of, or any increase to, the costs or charges of any other person we have to pay in connection with the Service.
- 5.2 If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in VAT takes effect.

- 5.3 Our charges are based on the Services we agree to provide to you and also take into account our initial set up costs, the cost of materials and equipment, the support and training we provide to our technicians and our administration costs. This means that where we agree with you to reduce the Services or to cancel a particular Service we provide to you, the reduction to our charges may not be pro rata to the reduction in or cancellation of our Services.

- 5.4 Where we have failed to provide the Services at the frequency set out in the service agreement and provided you have complied with your obligations under this agreement, including, in particular your obligations under paragraph 1.3, you may be entitled to a credit calculated on a pro rata basis after appropriate deductions in respect of set up costs, materials and equipment costs, service support and administration costs and also taking into account the number of non-routine visits such as call out and follow up visits we have made to your premises.

- 5.5 Payment terms are quarterly in advance in respect of Periodic Services with the first payment being due as soon as you place the order. We will invoice you on or before the end of each quarter for the payment due for the next quarter and you must pay your invoice by the due date shown on the invoice. Any change to payment frequency or timing must be agreed with us in writing. Where we perform a Job, we shall invoice you on completion and you shall pay us before the due date shown on the invoice.

- 5.6 The standard method of payment is by direct debit. If the Services are being provided in connection with a business, we reserve the right to charge an administration fee of 10% of the invoice amount per payment if you do not pay your invoices by direct debit.

- 5.7 If you are late in making any payment to us we may write to you giving you a further 7 days to pay and informing you that if you do not pay you risk termination or suspension of the Services at our discretion. If you do not pay what you owe before that 7 days runs out then we shall be entitled to terminate this agreement or suspend the Services without being obliged to write to you again. Where we decide to suspend the Services we shall not be obliged to recommence them until you have paid in full what you owe us.

- 5.8 Where despite any reminder we may have given you, you still do not pay what you owe us and we have to engage the services of a debt collection agency or solicitors to recover the debt, we shall be entitled to charge you an administration fee of £40 which will be additional to any legal fees for which you become liable.

- 5.9 If payment of any invoice is not made by the due date we shall also be entitled to recover from you interest on the overdue amount at a rate which is 3 percent higher than the Citibank plc lending rate applicable from time to time. Interest will be calculated on a daily basis from the due date for payment until payment is made whether before or after any court judgment.

- 5.10 Payment of invoices shall not be conditional on purchase order numbers or similar having been allocated or provided.

#### **6. EQUIPMENT OBLIGATIONS**

"Rental Equipment" means any equipment that is identified as such in the service agreement but does not include any goods we may sell to you. "Replacement Value" means the full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

- 6.1 As part of the Services, we will repair any Rental Equipment so that it is kept in good working order provided that:

- (a) you have complied with all of your obligations under this agreement, including in particular prompt payment of our invoices; and
- (b) the repairs have not been caused by:
  - (i) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by you or on your behalf; or
  - (ii) vandalism.

#### 6.2 You shall:

- (a) be responsible for any damage to or loss of any Rental Equipment. This shall not apply to damage that we are obliged to repair as set out in paragraph 6.1 above;
- (b) not sell the Rental Equipment or give it to anybody else for any reason. You acknowledge that we own the Rental Equipment;
- (c) insure the Rental Equipment for its Replacement Value against all risk of loss or damage (other than damage occurring during its normal operation and/or use);
- (d) insure against injury (including death) to any persons or for loss of or damage to property as a result of the any misuse of the Rental Equipment or your negligence;
- (e) immediately notify anyone claiming possession of the Rental Equipment that it belongs to us;
- (f) comply with all statutory and safety requirements relating to the use of the Rental Equipment;
- (g) notify us immediately if the Rental Equipment is damaged or lost;
- (h) not permit anybody other than us to remove, repair or maintain the Rental Equipment; and
- (i) not remove any labels or signs indicating that the Rental Equipment belongs to us.

#### 6.3 Removal of Rental Equipment

- (a) You will allow us at any reasonable time to enter any premises where the Rental Equipment is sited so that we may inspect it. You will also allow us access to any premises on termination of this agreement where this is necessary for the removal of the Rental Equipment no matter what the reason for termination is. If upon termination of this agreement, we are unable for any reason to recover the Rental Equipment (unless this is due to our fault) you will pay us upon receipt of our invoice the Replacement Value of the Rental Equipment which has not been recovered.
- (b) While we will exercise reasonable care when removing Rental Equipment from your premises we do not accept any responsibility for restoring that part of the premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.

6.4 We shall be entitled to replace any Rental Equipment at any time when we believe it is appropriate to do so. Any replacement Rental Equipment shall be of at least an equivalent standard to that which we have removed. Items which replace Rental Equipment shall, upon replacement, be subject to these terms and conditions.

#### 7. OWNERSHIP AND RISK IN GOODS SOLD

- 7.1 Risk of damage to or loss of any goods sold to you ("Goods") shall pass to you once we have delivered and installed them at your premises. However you will not own any Goods until we have received payment in full for them in cleared funds. Rental Equipment shall remain our property.
- 7.2 Until such time as you own the Goods you will keep them separate from any other goods you may own or have in your possession so that they can be readily identified as belonging to us. You shall also ensure that they are properly stored, protected and insured.
- 7.3 Unless you own the Goods you shall promptly return them to us if we ask you to do so. If you refuse to return any Goods

when we have asked you to do so you agree that we may enter your premises and remove them.

#### 8. LIABILITY – YOU MUST PAY CAREFUL ATTENTION TO THIS PARAGRAPH

- 8.1 We do not in any way exclude or limit our liability for:
  - (a) personal injury or death caused by our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other act or omission which cannot be excluded or limited under any applicable law.
- 8.2 Other than as set out in paragraph 8.1, we only accept liability that arises as a result of our performance of the Services and which is for:
  - (a) replacement or (at our option) repair of Goods or their components where these are defective or unsuitable for the purpose due to faulty workmanship, design or materials;
  - (b) physical damage to property because of our negligence or fault; and / or
  - (c) our failure to provide the Services in accordance with these terms and conditions; or
  - (d) our failure to use reasonable skill and care.

but our total liability under this paragraph 8.2 will not be more than £20,000 in the aggregate.

- 8.3 In addition to paragraph 8.2, we shall not in any circumstances be liable to compensate you for any:
  - (a) loss, damage or expense caused by or arising in connection with any insects, rodents or birds or any other pest in respect of which we provide the Services to you;
  - (b) loss of profit, whether direct or indirect;
  - (c) loss of use or business interruption;
  - (d) losses that we could not reasonably be expected to have anticipated; or
  - (e) economic or financial loss or damage regardless of whether such loss is because of our negligence or our breach of the agreement.
- 8.4 You acknowledge that the charges you pay for the Services we provide reflect the level of liability we have agreed to accept and that if our liability was to be increased the charges may also have to increase.

8.5 If you want to make a claim against us you must do so in writing to us within 28 days of first becoming aware of the circumstances which give rise to the potential claim. This is to enable us to rectify any deficiency in the Services we have provided where this is possible. You must provide us with sufficient detail of the circumstances so that we may investigate it. If you do not notify us of a claim within this 28 day period we shall not be liable for any loss or damage you may suffer in connection with it.

#### 9. EVENTS OUTSIDE OUR CONTROL

If either of us is prevented or delayed in the performance of any of our respective obligations (other than payment obligations) under this agreement by circumstances beyond our reasonable control, then whichever of us is prevented or delayed shall be excused the performance or the punctual performance of its obligations (as the case may be) for so long as whatever is preventing or delaying performance shall continue provided that if the reason preventing or delaying performance should continue for more than 30 days the whichever of us is unaffected shall be entitled to terminate this agreement on written notice to the other.

#### 10. ASSIGNMENT

You may not assign this agreement without our prior written consent. We may assign the benefit and the burden of this agreement to another company in the same group of companies as us.

#### 11. HEALTH AND SAFETY

11.1 You shall ensure that all advice and instructions we give you for the protection of the health and safety of anybody your premises are followed.

11.2 You must inform us of any hazards that we may encounter whilst working at your premises.

11.3 You shall provide us with full details where any item we have supplied to you has become affected or contaminated with dangerous, toxic, adhesive or inflammable substances. We reserve the right to refuse to provide Services to any such items.

11.4 Any pesticide we use to provide the Services to you is approved under the Control of Pesticide Regulations 1986 and has been assessed for any hazard under the Control of Substances Hazardous to Health Regulations 1989. Information on the pesticides we use at your premises is available at request from the Customer Service team at the address set out in paragraph 13.2.

## 12. VARIATIONS

No change to or cancellation of this agreement shall be binding until we have both agreed to it in writing. This paragraph shall not apply whether either of us is exercising any termination right we may have under the agreement.

## 13. NOTICES

13.1 Any notice to be given under this agreement shall be in writing. We shall write to you at your email address or by first class mail to the address set out in the service agreement or to such other address as you may tell us in writing from time to time.

13.2 Where you want to write to us for any reason (including where you have any complaint about the Services provided to you) you should email us at office@integrumservices.co.uk or send any letter or notice by hand or by first class mail to Integrum Services LTD, 12 London Road, Morden Surrey SM4 5BQ. Any legal proceedings should be sent to the above address.

13.3 If you have any complaint you should email us or write to the address above and mark your letter for the attention of the Customer Services Manager.

13.4 Where a letter or notice is sent by first class post it will be assumed to have arrived at the address to which it is sent on the second working day after it was posted.

## 14. SEVERANCE

If any part of this agreement is found to be illegal, invalid or unenforceable, this shall not affect the remainder of the agreement.

## 15. SET OFF

You shall not be entitled to withhold any payment due to us unless you are doing so because of a dispute as to the amount due in which case you may only withhold that amount which is in dispute.

## 16. DATA PROTECTION

Where you provide personal information to us you agree that we may use this information to the extent necessary for the following purposes:

- (a) to obtain a credit reference from a credit reference agency for you;
- (b) to retain tracing agents to locate you where you have changed your address without telling us and have failed to pay any invoice by the due date.

## 17. BRIBERY AND CORRUPTION

You and we both undertake that (i) neither of us nor any party acting on behalf of either of us has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this agreement; and (ii) you and we shall each comply with all applicable legislation relating to bribery and corruption in connection with this agreement including ensuring:

- (a) in your case that your employees and representatives shall not; and
- (b) in our case that our employees and representatives shall not directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.

Any failure by either of us to comply with this paragraph shall entitle the other to terminate this agreement on notice.

## 18. ENTIRE AGREEMENT

18.1 This document contains all the terms and conditions you and we have agreed and set out the entire agreement between you and us.

18.2 Neither you nor we shall be entitled to rely on any statement or representation made by the other if that statement or representation is inconsistent with what is set out in this agreement.

18.3 This agreement shall prevail over any inconsistent terms which you may include on any enquiry form, order or other document which you have sent to us or which may be implied by law or trade, custom, practice or a course of dealing between both of, all of which are hereby expressly excluded.

## 19. GOVERNING LAW AND JURISDICTION

The agreement will be governed by and be interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

## 20. Model Cancellation Form

Complete and return this forms only if you wish to withdraw from the agreement to supply the Services (including Jobs) within the cooling off period under clause 4.

Send to: Integrum Services LTD, 12 London Road, Morden Surrey SM4 5BQ; or

office@integrumservices.co.uk

Email:

I hereby give notice that I wish to cancel the agreement for the supply of Services.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper).

Date