

Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Fix my Pests

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - 1.1 “Client/you/your” means the Consumer purchasing the Services; “Consumer” is as defined by the Consumer Rights Act 2015; “Contract” means the contract formed as set out in clause 2; “Property” means any premises at which our Services are to be provided; “Quotation” means our written or verbal price given to you for the Services to be provided, which unless otherwise specified, remains open for acceptance for a period of 30 days and sets out our entire scope of works; and “Services” means the pest control services to be provided by us to you.
 - 1.2 Each reference to “writing” and “written” includes e-mail.
2. **The Contract**
 - 2.1 We will provide you with a Quotation for the Services. Your acceptance of our Quotation will form a legally binding Contract between you and us, which includes the acceptance of these Terms and Conditions.
 - 2.2 Our Quotation is based on the information provided to us at the time we prepare it. If we attend the Property and find additional works are required other than those for which we have quoted, we will contact you to obtain your permission to carry out the additional Services and will agree a price for these.
3. **The Services**
 - 3.1 We will carry out our Services with reasonable care and skill, in accordance with our accepted Quotation and in accordance with best trade practice.
 - 3.2 Any programme dates we agree are to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.
 - 3.3 Treated areas must be left to dry completely before being accessed.
 - 3.4 We will issue you with any relevant health and safety information and COSHH or other data sheets relating to any chemicals we have used. You must read this information and comply with any procedures contained in them. Should any person come into contact with any chemical(s) we have used, we recommend they follow the instructions given and seek medical attention where necessary.
 - 3.5 We will endeavour to remove any pests that have been treated but we cannot be held responsible for unwanted effects from those in inaccessible areas.
 - 3.6 Any equipment (such as bait stations) we may place or leave at the Property will at all times (unless specifically itemised and paid for by you) belong to us. If any of our equipment is removed, damaged, lost or stolen, you will be responsible for paying the cost of its replacement.
4. **Your Responsibilities**
 - 4.1 You are responsible for ensuring:
 - 4.1.1 the Property is suitable for our Services to be carried out (for example, if flooring is to be treated, it must be in reasonable condition or it may suffer minor damage as a result);
 - 4.1.2 we can access the Property (and neighbouring land, where necessary) to provide the Services on the agreed dates and at the agreed times. We need a minimum of 3 working days’ notice if we will not be required to provide our Services on the agreed day and in this event, we will not charge for the cancelled visit;
 - 4.1.3 you comply with our recommendations and advice, including regarding prevention, where applicable; and
 - 4.1.4 that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you have obtained these before we begin the Services.
 - 4.2 If you fail to comply with any of your responsibilities outlined in clause 4.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs we incur, such as for wasted visits to the Property.
5. **Payment**
 - 5.1 All invoices are payable in full, within 7 days from the date of invoice, without set-off, withholding, deduction or retention. We accept payment via cash, bank transfer, or credit/debit card.
 - 5.2 We reserve the right to request payment in full or in part up front before the Services commence. We will notify you of this within our Quotation.
 - 5.3 Interest is payable on all overdue sums from the date payment was due until it is actually made, at the rate of 4% per annum above the Bank of England base rate from time to time. This will not be applied until one month after the due date. We also reserve the right to suspend any further Services and charge for costs associated with recovering late payments.
 - 5.4 Any variation in the Services to be carried out must be agreed in writing before we can proceed. Any fee or price variation will become due for payment to us in accordance with the terms for payment above.

6. **Termination**
 - 6.1 Either you or we may cancel this Contract at any time without liability by giving written notice, if we or you:
 - 6.1.1 breach the Contract in a material way and fail to remedy the breach within 14 days of being asked to do so in writing (a breach is considered material if it is not minimal or trivial in its consequences to the cancelling party, regardless of whether it was caused by any accident, mishap, mistake or misunderstanding); or
 - 6.1.2 go into bankruptcy, liquidation or administration, if a receiver is appointed, or if we cease, or threaten to cease, to carry on business.
 - 6.2 If you or we cancel under this clause 7, you will only be required to pay for Services we have already provided up until the cancellation date. These sums will be deducted from any refund due to you or invoiced to you, depending on the amount paid at the date of the cancellation.
7. **General Liability**
 - 7.1 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
 - 7.2 Subject to this clause 8, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
 - 7.3 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.
 - 7.4 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.
 - 7.5 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens’ Advice Bureau or Trading Standards Office.
8. **Data Protection:** Any data we hold will only be collected, processed and held in accordance with the Data Protection Act 2018, the General Data Protection Regulation 2016 and any amendments to them. For further information, please refer to our privacy policy.
9. **Other Important Terms**
 - 9.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
 - 9.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
 - 9.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
 - 9.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
 - 9.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.
10. **Governing Law and Jurisdiction:** These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.