

1. Definitions and Interpretation

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

“Contract” means the Contract formed as set out in clause 3.

“Job Customer” means a customer whose Pest Control Contract is for a period of less than six (6) months in duration.

“PGM” means PGM & Son Pest Control Limited

“Property” means any premises at which our Services are to be provided.

“Quote” means our written or verbal price given to you for the Services to be provided which, unless specifically stated otherwise, remains valid for acceptance for a period of 30 days.

“Routine Customer” means a customer who has entered into a contract for Services with a term of six (6) months or more in duration.

“Services” means the pest control services to be provided by us to you.

2. Terms of Business

PGM & Son Pest Control (“PGM”) Limited is a pest control company with its registered office address at: c/o The Accountancy Partnership Suite 5, 5th Floor City Reach, 5 Greenwich View Place, London, E14 9NN. Registered in England and Wales under company number 13310027.

PGM provides its services on the following terms and conditions. These Terms and Conditions are held on our website and available in hard copy on request. Where you have entered into an ongoing (usually referred to as a “Routine”) contract for services with us we will also provide you with a copy as part of your welcome pack.

3. Legally Binding Contract

You have entered into a Contract for services with PGM when you have accepted our Quote or agreement, which we may present to you in writing or verbally.

A Contract is established when you accept those terms, either by signing our document or by making some other positive acknowledgement such as an email, payment or verbal acceptance.

4. PGM Obligations

Once we have entered into the Contract, we will normally provide the Services on a date(s) agreed between us. We aim to provide the Services:

- i. in accordance with our Quote; and,
- ii. using reasonable care and skill; and,
- iii. in compliance with commonly accepted practices and standards in our business; and,
- iv. in compliance with laws and regulations of England and Wales in force at the time we perform the services.

Product safety information can be located on our website: <https://www.pgmpestcontrol.co.uk/safety-information>.

Please refer to your treatment report / visit report for details of any pest products used then refer to the relevant link on PGM's website page using the link above for the product's safety data information. Should any person or non-target animal come into contact with any chemical(s) we have used, you should follow the guidance and / or seek medical or veterinary attention where necessary.

5. Timing

Although we strive to carry out the Services within the dates / times we agreed with you, we cannot guarantee this is always possible.

For example, scheduled activity may be affected by the activity at your property or by circumstances beyond our control. We will endeavour to keep you informed where this is the case. If we cannot overcome any circumstances beyond our reasonable control, then we may terminate the contract by giving you immediate notice.

Routine Pest Management Customers ("Routine Customers")

If we provide services to you under an ongoing contract (where the minimum term is 6 months) and we are unable to carry out those services, for example, if we are unable to gain access to your Property or you have failed to respond to our reasonable requests to obtain access or you do not keep to any agreed appointments, then you will still be charged for the visit(s) undertaken.

If you require copies of our reports, or replacement pest management manuals this will incur a reasonable admin charge. If you require additional documentation from us, for example, to assist with any audit of your business by your own regulatory body or a Government body or officer (for example Environmental Health Officer "EHO") then this will incur an additional charge.

6. Payment Terms

Our charges will be set out in our agreement, Quote, invoice or other relevant document or agreed verbally with you.

Discounts may be offered, at the discretion of PGM, for full payment up front. Where this is applicable, the terms will be described to you.

Routine Customer Contracts may be payable in instalments, at the discretion of PGM. Where this is applicable, the terms will be described to you.

We reserve the right to request payment in full or in part up front before the Services commence. We reserve the right to change our payment terms at any time, by giving you notice of not less than 5 working days.

If you are a Job Customer payment is due immediately on completion of the works or following the first visit, whichever is sooner. For Routine Customers, payment is due strictly within 7 days of the date of the Quote, if you pay in full, or within 7 days of the due date of your instalment if you pay in instalments or within 7 days of completion of any works carried out that do not form part of your Routine Pest Control Contract.

We will not remind you your payment is due prior to the payment due date and it is your responsibility to make all payments when due. PGM reserves the right to charge 8% pa interest and £10 administrative fee on all overdue payments. We reserve the right to suspend any further Services and charge for costs associated with recovering late payments.

PGM reserves the right to suspend or terminate the contract immediately and without notice where a payment is not made when due.

All equipment remains the property of PGM unless ownership has been transferred to you. If ownership has been transferred to you, we will confirm this to you. Where payment is not made when due, PGM reserves the right to remove all equipment from the Property until such time as the breach is remedied. If any of our equipment is removed, damaged, lost or stolen, you are responsible for paying the cost of its replacement.

7. Limitation of Liability

We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Property for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss or profits or other economic loss arising out of a breach of this contract.

In any event, our liability shall not exceed the price paid or payable by you to us under the Contract.

8. Cancellation

8.1 Your Right to Cancel within 14 days

If you have arranged a service with us online or over the telephone, you will be entitled to a 14-day cooling off period.

Your cooling off period begins the day after you entered a contact for services with us, whether that contract was agreed verbally or otherwise. If you want to cancel you must inform us by email or post to the contact details on our Quote or website.

If you ask us to start the Services within the 14-day cancellation period, then:

- i. If you paid up front or made a deposit and cancel within the cooling off period, you will be entitled to a refund less the cost of the Services provided up until you cancelled. Please refer to 8.2 below.
- ii. If you have yet to pay us but we provided Services to you during the cooling off period, we will expect you to pay for the Services provided. Please refer to 8.2 below.

8.2 Calculating your Refund

Where you have paid for a Service in full and cancel prior to the Service being provided, we will refund monies paid less any:

- i. Call out charge to cover our technician's time / cost to visit your premises (for example to carry out the initial survey);
- ii. Materials or equipment already purchased; and,
- iii. A reasonable administration charge to act on your request to cancel (normally £10).

Where you have paid for a Service in full and cancel after we have started the Services, we will refund monies paid less:

- i. The cost of each visit / Service already carried out; and,
- ii. Materials or equipment already purchased; and,
- iii. A reasonable administration charge to act on your request to cancel (normally £10).

8.3 Cancelling Outside the 14 Day Cooling Off Period

If you wish to cancel your contract, you may do so by giving us four weeks' written notice. If you have already paid a deposit or paid us in full this will not be refundable. If you fail to give us notice we will expect you to fulfil the terms of your contract, which includes making all payments when due.

Routine Customers who have paid in full may be entitled to a refund at PGM 's discretion. Any refunds will be calculated in accordance with section 8.2.

9. Your Obligations

You are responsible for ensuring that your Property is suitable for our Services to be carried out. For example, if flooring is to be treated, it must be in a reasonable condition, or it may suffer damage as a result. If you are aware of any safety concerns at your Property and you do not inform us in advance of the Services commencing then you will be liable for any and all loss, injury, damage or death.

You must ensure that we can access the Property (and neighbouring land, where necessary) to provide our Services on the agreed date(s) and time(s). If you do not require our Services on the date(s) and time(s) agreed or if you change your mind, we will require at least three (3) working days' notice to cancel otherwise you will be charged for the visit.

If any consents, licences, or other permissions are needed from any third parties such as landlords, planning authorities or similar, you will obtain those prior to our commencing the Services. If there are any changes to or conditions imposed on such consents, licences, or other permissions you will notify us in advance of any work starting or during the period of our relationship with you.

You must not interfere with or damage any of our equipment we may use or leave at the premises.

All equipment remains the property of PGM and must be returned in the condition it was provided, unless we have agreed in writing to transfer ownership of the property to you.

If we agree to sell you equipment, it will remain the property of PGM until such time as you have paid the price in full, whereupon the ownership of the equipment will be passed to you along with any risk.

You must follow all reasonable instructions which we issue to you in connection with the Services.

It is your responsibility to ensure that visitors to your property or premises including your staff, customers, and suppliers also comply with our instructions. You must report to us immediately any problems encountered or issues in relation to the Services provided.

You, and your staff, must co-operate with us and provide us with information and documentation so we can carry out the Service. Reasonable access to premises and areas must be provided so as to enable us to perform the Service.

PGM provides advice on the prevention and control of pests; sometimes this may necessitate actions on your part. For example, keeping waste / food in sealed units or making repairs to the Property. Where our advice is ignored PGM reserves the right to cancel the Contract immediately and without notice. No refund will be due.

You agree to pay us promptly on completion of the works and no later than 7 days from that date or from the date we invoice you, whichever is earlier.

If you do not comply with your responsibilities as set out in this clause 9 we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us such as for wasted visits to your Property.

10. Termination

We may terminate this Contract at any time, and without notice, for whatever reason. However, termination will not usually be invoked unless you have breached the terms of our agreement, or we are no longer able to provide the Services to you.

We may terminate this Contract at any time without liability by giving you notice if you:

- i. breach the Contract and fail to remedy the breach within 14 days of being asked to do so in writing (a breach includes failing to act on our written instructions set out in our treatment report); or,
- ii. go into bankruptcy, liquidation or administration, if a receiver is appointed, or if you cease or threaten to cease to carry on business.

11. Contacting us

You may contact us by email at contact@pgmpestcontrol.co.uk or by writing to us at our registered office address, shown above.

12. Other legal stuff

We may transfer or assign this contract to a third party (for example if we sell the business) and if we do we will notify you as soon as possible. You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.

If any part of these Terms and Conditions is found to be unlawful, invalid or enforceable this will not affect the validity and enforceability of the remaining parts of the Contract.

We may vary the terms of the Contract and will give you not less than 14 days' notice where this is case. Our contract is governed by the law of England and under the jurisdiction of the courts of England and Wales.



INSPECT. DETECT. PROTECT.