

## Terms & Conditions

### Appointments & Access to property

1. The appointment address must be confirmed and agreed by both parties on time and date etc.
2. You will ensure someone is present at the property at the time of the appointment.
3. For health and safety reasons, the person present at the property must be at least 16 years old or older.
4. No refund will be given if the Company cannot carry out the treatment due to the customer or appointed person being absent at the time of the appointment.
5. If a pest officer discovers that a residential booking has been made for what should be a commercial booking then they will not carry out any treatment and no refund will be given. If you wish for an officer to re-attend then you will need to book again under the commercial option and pay the commercial charge in full. To confirm, if you are a landlord making a booking for a property you do not live in then you must complete the commercial booking.
6. If the company are unable to complete the treatment because you have not followed the pre-visit instructions, no refund will be made. You will need to schedule a new appointment and pay the appropriate fee.
7. If a technician attends and is unable to complete the treatment due to inaccessibility, a 50% refund will be authorised as no treatment will be completed.
8. Wasp/bee appointments are only ever treated externally. If an active nest is discovered in the loft space there will still be an external access point which can be used to treat the issue. A 50% refund will be given if any of the following occurs

The ingress point (where the wasps/bees are entering the property) is above gutter level and cannot be accessed by our pest officers with the equipment used.

What you believe to be wasps, is identified as bees and you do not wish to continue with a treatment.

The nest is an accessible honey bee's nest and you wish to contact a local bee keeper for removal instead of continuing with a treatment.

On attending site, it is discovered that the issue is foraging wasps/bees on a tree/bush and that there is no accessible nest to treat.

9. If a technician attends a wasp/bee appointment and there is more than one nest, further nests can only be treated at the discounted rate if card payment is made over the phone at the time of the appointment. If you are unable to make this payment, you will need to rebook at a later date and pay the full charge for a new appointment.

10. Pest Officers will not remove treated wasps nests.



11. Pest Officers will only remove dead rodents where it is practicable for them to do so. The company reserves the right to refuse removal.

12. The Company does not accept any liability for loss, damage or injury to any domestic animals, birds, goods or equipment unless it was caused by negligence by the Company or its employees.

#### Payment

13. By making payment you accept the service and agree to these terms and conditions. Payment methods include: Card/ Cash/ PayPal or Check.

14. The services and charges are subject to change at any time.

15. When an additional, unbooked pest control treatment is required at the time the officer treats the initial pest problem, a new appointment will need to be made with the correct fee.

16. It is at the discretion of the technician whether additional treatments can be carried out during a visit, if this is possible then a card payment will need to be made at the time of the visit for any additional charges.

#### Cancellations/Rescheduling appointments

17. If you want to cancel your appointment please get In touch with our office at your earliest convenience by phone or email, details are listed on our website [www.landcpestcontrol.co.uk](http://www.landcpestcontrol.co.uk)

18. If you need to reschedule appointment Contact Us at least 1 full working day before the scheduled appointment (Mon to Fri).

19. If the Company cannot keep an appointment, they will contact you as soon as possible to offer an alternative. If you are unable to make alternative arrangements then a full refund will be given.

20. If an appointment is missed because of events beyond the Company's control, the Company cannot accept responsibility for any inconvenience or losses caused.

## **Goods**

### **Delay**

We will aim to supply the goods within the agreed time. We are only liable for delays caused by our own negligence. The goods will be supplied within a reasonable time.

### **Damaged Goods**

You should report any damaged or faulty products within a reasonable time. Please inspect the goods as soon as possible and within 14 days of receipt. Please let us know if you will not be able to inspect the goods within this time.

### **Substitute Products**

If, for any reason beyond the company's reasonable control, we are unable to supply a particular item, we will let you know. If a substitute of a similar or equivalent standard and value is available, you have the right to accept the product or to cancel

### **Cancellation**

#### **For goods other than digital content**

When ordering goods via distance means (over the telephone or via the website) you may have a right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Any requests to cancel outside of your legal rights will be considered, but please be aware we may charge for this.

### **Customised goods**

Unfortunately, we are unable to accept returns for goods made to the consumer's own specification (bespoke items) unless the goods are faulty, not as described or not fit for the purpose made known.

### **Faulty Goods**

Your Rights under the Consumer Rights Act 2015 state that any goods purchased should be as described, of satisfactory quality, and fit for the purpose made known. Your rights vary depending on the nature of the fault and the length of time you have had the goods. If in the unlikely event a problem arises, we aim to resolve the issue within a reasonable time.



### **Complaints Policy**

L&C Pest Control is committed to providing the highest levels of care to all our customers. If you are in any way dissatisfied with our Pest Control services, then please let us know as soon as possible. This will help us to continually improve our service to you.

When contacting us, please detail the nature of your complaint, your contact details and indicate your preferred method of communication, e.g. telephone, email. We will acknowledge receipt of your complaint, using your preferred method of communication, within three working days.

### **Alternative Dispute Resolution**

We are required by law to advise you if we belong to a dispute resolution service and if we are prepared to use this service in the event of a dispute. We are not part of an ADR scheme, if a dispute occurs which we cannot resolve we will provide you with the details of a certified ADR provider and we will let you know whether we intend to use the ADR process. By law we do not have to use an ADR but we will provide you with the details.

If you require advice on your consumer rights, please contact Citizens Advice Consumer Service on 03454 04 05 06 or visit their website [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

## Services

### Estimate

The price given is a true estimate of what we expect to charge you. If there are circumstances, we could not have been aware of, that will affect the price we will provide you with an updated estimate. You have the right to accept the price or decline. Payment will be required for any work that you have authorised, and we have completed up to the point you cancel.

### Delay

We will aim to complete the work within the agreed timescale. We are only liable for delays caused by our own negligence. Any work will be completed within a reasonable time

### Payment

Full payment is required on satisfactory completion within 7 days. In the unlikely event that you are dissatisfied, you are entitled to withhold an amount to cover any corrective work that may be required. We should be given the opportunity to complete any corrective work in the first instance. Staged payments can be agreed and payment dates will be stipulated on your contract.

### Changes

If you would like to change what is to be supplied, we would request that you confirm this in writing or other durable form (e.g. email). This will ensure that both parties have a record of what was agreed. Changes to the contract may also mean changes to the price and this will need to be confirmed in writing and agreed by both parties.

### Cancellation

Depending on the circumstances, and where and how your contract was agreed you may have a 14 day right to cancel it. Your rights are contained in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. A copy of your contract and cancellation rights, if applicable, will be given to you before the contract commences. If you wish to cancel this contract outside of the 14 days cancellation period we reserve the right to deduct/claim the direct costs we have incurred

### Damage

We will not be liable for any damage unless caused by our negligence.



### **Late payment**

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 2% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full

If your payment is late by 30 days we will pass this debt onto debt recovery and will issue you notice of enforcement

If this debt is commercial there will be an additional 15% added.

### **Services provided**

Your rights under the Consumer Rights Act 2015, state that services should be provided with reasonable care and skill, within a reasonable time, (if no specific time has been agreed) and for a reasonable cost, (if no exact price has been agreed). If a problem arises we aim to resolve the issue within a reasonable time

### **Goods Provided**

Any goods provided in line with the contract should be as described, of satisfactory quality, and fit for the purpose made known.

### **Complaints Policy**

L&C Pest Control is committed to providing the highest levels of care to all our customers. If you are in any way dissatisfied with our services then please let us know as soon as possible. This will help us to continually improve our service to you. When contacting us, please detail the nature of your complaint, your contact details and indicate your preferred method of communication, e.g. telephone, email. We will acknowledge receipt of your complaint within three working days.



### Alternative Dispute Resolution

We are required by law to advise you if we belong to a dispute resolution service and if we are prepared to use this service in the event a dispute arises.

Option 1 We use the following provider, If in the unlikely event our complaints process is exhausted and we still have not resolved your complaint, we will send you a letter advising of this and advising you to contact the ADR scheme.

Option 2 We are not part of an ADR scheme, if a dispute occurs which we cannot resolve we will provide you with the details of a certified ADR provider and we will let you know whether we intend to use the ADR process. By law we do not have to use an ADR but we will provide you with the details.

**If you require advice on your consumer rights, please contact Citizens Advice Consumer Service on 03454 04 05 06 or visit their website [www.adviceguide.org.uk](http://www.adviceguide.org.uk)**

**For sole traders and partnerships**

**On premises contract**

Mr Chad Michael Stokes & Lauren Morgan  
Office 137  
5 Charter House  
Lord Montgomery Way  
Portsmouth  
PO1 2SN  
07369234673

- Job description located on quotation
- VAT paid on goods
- Deposit payment including booking fee upon acceptance of quote. Final payment to be paid upon finish of service. Will receive invoice with payment.
- We follow the Consumer Rights Act 2015.
- Please file any complaints to our company email

Goods being used:

- **Located on quotation**

**Your rights**

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details are given above.

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 03454 04 05 06 or [www.adviceguide.org.uk](http://www.adviceguide.org.uk).