

Commercial Contract Terms & Conditions

1. THE CUSTOMER

THE CUSTOMER means the customer as specified at the top of the Service Agreement.

2. PAYMENTS

THE CUSTOMER will make payments to Anston Pest Control as agreed in the Service Agreement. Prompt payment is a condition of the agreement.

3. ANSTON PEST CONTROL Obligations - Pest Control Service (only to species specified in contract agreement).

- a) The pest control service will be carried out in a professional manner at regular intervals as specified in the service agreement. The technician will use and apply pesticides and monitoring devices, as they deem appropriate on each visit. Any infestation covered by the agreement and discovered during a visit will be treated immediately.
- b) The technician will report to the site contact on each visit and will leave a written report on the findings, treatments and recommendations made during the inspection.
- c) Additional visits/treatments to control the pests specified on the service agreement will be carried out free of charge.

4. THE CUSTOMER'S obligations - Pest Control Service

- a) To minimise pest incidence by carrying out in reasonable time those recommendations made by the pest control technician
- b) To provide access for Anston Pest Control representatives to carry out its services at any reasonable time or as specified.
- c) To make prompt payment.

5. ANSTON PEST CONTROL OBLIGATIONS - Fly Control Units

- a) Sale of fly control units includes delivery to the customers' site.
- b) Installation is not included with the sale of the fly control unit and THE CUSTOMER will be made aware of this at the point of sale.
- c) A maintenance contract covers annual replacement of the ultra violet tubes and starters. THE CUSTOMER will receive four visits per year to inspect, clean and test the unit(s).

6. THE CUSTOMER'S OBLIGATIONS - Fly Control Units

When a maintenance contract exists, THE CUSTOMER must take reasonable care of the unit(s) installed in the premises: Damage over and above the normal wear and tear will result in a charge being levied.

7. LIABILITY

Anston Pest Control does not accept any liability for loss, damage or injury to any domestic animals, livestock, birds, goods or equipment unless the loss, damage or injury was occasioned by negligence of themselves or their staff. Notice of such loss, damage or injury must be notified in writing to Anston Pest Control within 7 (seven) days of occurrence.

8. TERMINATION

This contract may be terminated by Anston Pest Control forthwith if THE CUSTOMER is in breach of any of his/her obligations under this contract or (being a Company) goes into liquidation or if THE CUSTOMER shall commit an Act of Bankruptcy or have any receiving order made against him/her or shall make any arrangement with his/her creditors or any assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of THE CUSTOMER'S property or any judgement against THE

CUSTOMER shall remain unsatisfied for more than 14 (fourteen) days. THE CUSTOMER may only assign the burden of this contract with the written consent of Anston Pest Control.

The service agreement is binding for 1 (one) year from the start date and shall continue unless terminated at the end of the first year or any subsequent invoicing Month subject to 1 (one) month 's prior notice in writing. THE CUSTOMER will be liable to half (50%) of the premiums that would become due up to the end of the contract period plus any premiums overdue up to the date of cancellation.

9. THE CONDITIONS

The conditions 1 to 8 above, together with the entire agreement between Anston Pest Control and THE CUSTOMER, any other alleged terms being expressly excluded. As a highly regarded customer of Anston Pest Control Ltd your contract is tailored made to your specific requirements:

Your contract agreement entitles you to:

*** Planned Maintenance Visits**

At APC we appreciate every customer has site specific requirements and will therefore carry a thorough assessment to ensure the contract is right for your site, this will be reviewed and advice given after every visit to ensure your company is receiving the very best from ours.

This will endeavour in any pest specified in the contract being monitored on every visit and treat as and when necessary. In addition to any further findings of pests other than those listed in the contract a quotation (written or verbal) will be offered before any further work commences.

Every Contracted visit is site specific and will be scheduled into a treatment cycle to ensure your industry is able to function with as little disruption from pests as professionally possible.

*** Treatment / Inspection Reports**

Upon the completion of every visit a report sheet will be completed by an APC Technician and require a signature from an authorised site signatory and a copy left in part two of this file on this sheet will be advice, further recommendations and advice towards proofing and the prevention of pests.

***Emergency Call Outs**

If an unscheduled or additional visit is required as a contract customer you will receive a priority status and an APC Technician will attend your site with a matter of urgency, If the call out relates to a pest already specified in your contract no further charge will be incurred (maximum of 2 visits, charges are subject to good housekeeping / hygiene and clear of other food sources) however should the call out relate to a pest not specified in contract a quotation will need to be authorised before any further work commences.