

Special Terms And Conditions: Entotherm

1. ENTOTHERM

- 1.1 These Special Terms and Conditions form part of the Agreement. In the event of conflict, these Special Terms and Conditions shall prevail.
- 1.2 Customer understands and agrees that provision of the Services by RI could result in less than 100% pest eradication due to factors beyond RI's control; and does not remove the potential for future pest infestations.
- 1.3 RI will endeavour to provide the Services at the agreed time, but will not be liable for failure to perform the Services at such time.
- 1.4 Despite any other provisions of the Agreement, in providing the Services RI does not accept any liability for any loss or damage to Premises or to any item or object which comprises or contains the products set out in clause 2.3 of these Special Terms and Conditions.
- 1.5 Despite any other provisions of the Agreement, the total aggregate liability of RI for physical damage or loss to the "Subject" (the item/s to be fumigated) or other property in possession of the Customer as a direct result of RI's negligence in performing the Services shall not exceed £250,000.

2. CUSTOMER OBLIGATIONS

- 2.1 Customer must provide the value of the Subject in the Quote.
- 2.2 The Service involves the heating of all or part of the Premises up to a temperature of 65°C / 150°F for periods which may exceed 24 hours. These temperatures generally exceed usual indoor temperatures by a factor of 3 and may have adverse effects on non-structural materials and may permanently damage certain materials and commodities. Customer is responsible for taking and communicating to RI advice: from an appropriately qualified property surveyor about any adverse effects that the Service may have on non-structural materials within any building to be treated; and from the manufacturers, installers or maintenance company responsible for any security and / or fire protection systems in respect of any measures that need to be taken to prevent damage or impairment of the Service.
- 2.3 Customer must notify RI if the Subject comprises or contains any of the following:
 - Non-target live animals
 - Live plants or seeds
 - Foodstuffs (fresh/frozen/chilled/dried/tinned)
 - Confectionery (chocolates/candies)
 - Drinks (soft drinks / juices / alcoholic drinks / spirits / wine)
 - Medicines
 - Medical apparatus
 - Cosmetic / toiletry products
 - Pressurised vessels or containers (aerosols/spray paints/SodaStream cartridges etc)
 - Fire Extinguishers
 - Wax based items (candles/crayons)
 - Firearms and munitions
 - Musical instruments
 - Valuable, sentimental or irreplaceable items – such as photographs heirlooms, jewellery
 - Money, credit cards, cheque books, deposit books, credit card receipts
 - Video or cassette tapes, cine film
 - Stationary (pens/inks/adhesives)
 - CD's, DVD's, Blu-Ray discs (including computer disks, writeable/rewriteable disks and flash drives)
 - Flammable or volatile materials (solvents/lubricating oils/glues)
 - Printer ink or toner cartridges
 - Photographic materials (film/negatives/developer/paper etc)
 - Cans of paint, varnish or lacquer, or other solvent based materials
 - Corrosive or hazardous chemicals (bleach/oven cleaner etc)
 - Plastic items such as: moulded tables and shelves, lamp shades. Picture frames, figurines, trophies, venetian and vertical window/door blinds
 - Loose plastic bags or papers / magazines
- 2.4 Customer may terminate this Agreement or cancel the Services up to 7 days in advance of RI commencing the Services on payment of 25% of the Fees, otherwise full Fees are payable.

3. SERVICES PROVIDED OTHER THAN ON CUSTOMER PREMISES

- 3.1 If the Services are to be provided at a location other than at Customer Premises, Customer is responsible for all risk associated with the transport of the Subject.
- 3.2 RI will take reasonable endeavours to protect the Subject when on a RI site, but RI shall not be liable for any loss, damage, theft or other action other than as directly resulting from RI's negligence and always subject to the limitations of liability in the Agreement.

4. TERMINATION

The termination provisions of the Agreement can be applied separately to these Special Terms and Conditions, so that the Entotherm Services can be terminated and the underlying Agreement remains effective.