

Rentokil Initial Services Agreement

Special Terms and Conditions: Fumigation by Phosphine Services

1. FUMIGATION BY PHOSPHINE SERVICES

- 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 2.2 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 Fumigation by phosphine is not suitable for, and may permanently damage, certain materials and commodities. Customer must notify RI if the Subject comprises or contains any of the following:
- (i) Copper or its alloys, including gilding metal, brass (including cartridge brass, naval brass, red brass, free-cutting brass, yellow or high brass), bronze (including phosphor bronze, aluminium bronze, manganese bronze), Muntz metal, beryllium copper, nickel silver, cupronickel, ounce metal, gun metal, solder, or any items containing these, including wires, cables, electrical switches; heat exchangers, pipes, screws, vehicle radiators, electrical or electronic items.
 - (ii) Chromium plated items (due to the use of a copper base layer)
 - (iii) Computers, machinery, electronic systems, motors
 - (iv) Silver, or its alloys, including billon, sterling silver, Britannia silver, goloid, electrum, argentium, sterling silver, shibuichi, platinum sterling
 - (vi) Gold, or its alloys including tumbaga, rose gold, white gold
 - (vii) Any materials, clothing or tapestries decorated with a copper, silver or gold thread or leaf.
- 2.3 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 Fumigation by Phosphine Services can be terminated and the underlying Agreement remains effective.