

RENTOKIL PROPERTY CARE TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we undertake any works identified in our survey report which you ask us to carry out.
- 1.2 In particular your attention is drawn to paragraph 5 which relates to the price payable, paragraphs 8 and 9 which set out your rights to cancel this contract, paragraph 12 which sets out the limit of our liability to you and paragraph 13 which sets out how we may use your personal information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Rentokil Initial UK Limited, trading as Rentokil Property Care, a company registered in England and Wales. Our company registration number is 03004506 and our registered office is at Compass House, Manor Royal, Crawley, RH10 9PY. Our registered VAT number is 209 9189 33.

- 2.2 You can contact us by telephoning our customer service team on the number set out on our quotation or by writing to us at the address on the same form.

- 2.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

- 2.4 "Works" includes any works or treatments we provide to you as set out in our survey report and could include some materials and or goods needed to complete those Works.

3. OUR CONTRACT WITH YOU

- 3.1 Following your enquiry to us, we may decide to send a surveyor to your property to evaluate and assess your requirements. If it is critical that the Works are completed by a particular date you must advise us of this at the time of the survey. The surveyor may give you a quotation on the day as to the likely costs of the Works.

- 3.2 You may be required to pay a fee for the survey report. If this is required, you will be told at the time of your enquiry. This fee will be refunded in full should you cancel the survey or if you proceed with all the Works recommended in the survey report. However we will not refund the fee if the survey report is for a condensation control system for your property.

- 3.3 After the visit by our surveyor, we will send to you the survey report confirming our recommendations, our Works and our price.

- 3.4 The survey report will contain important information describing our Works, the information we may need from you in preparation for the Works and the actions you may need to take to help us. It will also tell you what we are not doing.

- 3.5 If at the time of receiving the survey report you have not already signed the order giving us permission to proceed with the Works, then if you would like us to perform the Works, you must confirm this in writing. Our acceptance of your order will take place when we contact you whether by email, telephone or letter to accept it, at which point a contract will come into existence. That contract will incorporate these terms and conditions.

4. CHANGES

- 4.1 If you wish to make a change to the Works, please contact us. If the change is possible, we will let you know about any changes to the price, the timing of supply or anything else which may alter as a result of your request and ask you to confirm whether you wish to go ahead with the change.

- 4.2 We may change the Works to implement minor technical adjustments and improvements. If we do this then we shall notify you of the changes and any impact on the Works, timing of supply or anything else.

- 4.3 We will not notify you if we are only substituting materials or equipment of similar quality and performance to those specified in the survey report or any other document issued to you.

5. PRICE AND PAYMENT

- 5.1 The price of the Works identified in our survey report (which includes VAT) will be the price set out in our quotation or as set out in our survey report to you.

- 5.2 Sometimes it is not possible to calculate the full price of the Works. Our survey report will clearly set out the price for the Works and materials set out in it. If additional materials or Works are required we will provide you with a new quotation setting out the price for such additional materials/Works in writing and will not proceed with any such additional work without your written acceptance.

- 5.3 If the rate of VAT changes between your order date and the date we supply the Works, we will adjust the rate of VAT that you pay, unless you have already paid for the order in full before the change in the rate of VAT takes effect.

- 5.4 We shall require payment in full before we commence the Works or, where appropriate, a deposit. The balance shall be due to us immediately on completion of the Works and on receipt of such payment we shall issue to you an invoice for the whole value of the Works.

- 5.5 If you do not make payment to us on completion of the Works we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of HSBC PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 5.6 If you have any queries regarding the payment then please contact us promptly explaining why you think it is wrong and we will not charge you interest until we have resolved the issue

6. PROVIDING THE WORKS

- 6.1 We will begin the Works on the date agreed with you at the time of the survey or following your acceptance of the Works set out in the survey report. We will let you know before the start of the Works the estimated completion date.

- 6.2 We may need certain information from you or we may require you to carry out certain actions so that we can carry out the Works, for example, clearing rooms or emptying cupboards. If we require your assistance, this will be stated in the survey report.

- 6.3 We will contact you to ask for this information or for you to confirm that you have carried out the actions. If you do not give us this information, or if you give us incomplete or incorrect information or if you have not carried out your actions, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for completing Works late or not supplying any part of them if this is caused by you not giving us the information or failing to carry out the actions within a reasonable time of us asking.

- 6.4 As our access to all parts of your property may have been limited or restricted during our survey, if when we start providing the Works, we discover that the problem is more extensive than we originally thought then we reserve the right to provide a quote to you for this additional work.

- 6.5 If our completion of the Works is delayed by an event outside our control (including for example unavailability of service staff due to illness) then we will let you know as soon as possible and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Works you have paid for but not received.

- 6.6 If you do not allow us access to your property to perform the works as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and paragraph 10.2 will apply.

- 6.7 If we are unable to complete the Works on the date we originally advised to you, unless this is due to circumstances outside our control, then you may end the contract but only if you have told us in writing before we accepted your order that the Works had to be completed by that date.

- 6.8 If you do not wish to end the contract, you can give us a new deadline to complete the Works, which must be reasonable, and if we do not meet this new deadline you can also end the contract.

- 6.9 If you do choose to end the contract under paragraphs 6.7 or 6.8 you can cancel your order for any Works only partially completed but we will invoice you for those partially completed Works at the date you have ended the contract.

7. GUARANTEES

- 7.1 Where the survey report states that our Works come with a guarantee, we shall issue to you the guarantee upon receipt of payment in full. The terms of the Guarantee are shown on the relevant certificate of Guarantee.

8. CANCELLATION RIGHTS

- 8.1 If you end the contract for a reason set out at (a) to (e) below the contract will end immediately. The reasons are:

- (a) we have told you about an upcoming change to the Works or these terms which you do not accept;
- (b) we have told you about an error in the price or description of the Works you have ordered and you do not wish to proceed;

RENTOKIL PROPERTY CARE TERMS AND CONDITIONS

- (c) there is a risk that the supply of the Works may be significantly delayed because of events outside our control;
- (d) we have or we wish to suspend the supply of the Works for technical reasons (for example due to the presence of asbestos or bats), in each case for a period of more than twenty-eight days or until we get the appropriate statutory consent, whichever is the later; or
- (e) you have a legal right to end the contract because of something we have done wrong including because we will be unable to complete the Works by the date you specified when you confirmed your acceptance under paragraph 3.5.
- 8.2 To end the contract, please contact the local service office on the telephone number or e-mail address set out in the quotation. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 8.3 We will refund to you the price you paid for the Works not yet provided, by the method you used for payment. However, we may make deductions from the price (or, if you have not made an advance payment, charge you) the reasonable costs we will incur as a result of you ending the contract.
- 9. STATUTORY RIGHTS TO CANCEL**
THIS PARAGRAPH 9 ONLY APPLIES IF YOU ARE A CONSUMER AND YOU HAVE ENTERED INTO A DISTANCE OR OFF-PREMISES CONTRACT.
- 9.1 **If this applies**, then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a legal right to change your mind within 14 days.
- 9.2 Because you have this legal right to change your mind, we will not provide the Works to you until after the 14 day period has expired (the "Cooling off period").
- 9.3 If you believe the Works are urgent and you would like us to commence the Works during the Cooling off period then you must sign a waiver giving us permission to start early.
- 9.4 You must realise that by giving us permission during the Cooling off period you may lose your right to cancel and this will mean that:
- (a) if we have completed the Works in full you cannot change your mind, even if the 14 day Cooling off period is still running; or
- (b) if you cancel after we have started the Works but before the Works are completed during the Cooling off period, you must pay us for the Works to the extent completed at the time you tell us that you have changed your mind.
- 9.5 If you are ending within 14 days of signing the contract under paragraph 9.2, please complete the cancellation form at the end of the order form or contact us on the number set out in the quotation
- 10. OUR RIGHTS TO END THE CONTRACT**
- 10.1 We may end the contract for works at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you;
- (b) you do not, within a reasonable time of us asking, provide information we require or carry the actions that are necessary for us to provide the Works; or
- (c) you do not, within a reasonable time, allow us access to your premises.
- 10.2 If we end the contract in the situations set out in paragraph 10.1 we will refund any money you have paid in advance for the Works we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 11. IF THERE IS A PROBLEM WITH THE WORKS**
- 11.1 If you have any concerns or complaints about the Works, you can contact us in accordance with our complaints procedure which can be found at: <https://www.rentokil.co.uk/assets/content/files/rentokil-property-care-complaints-procedure-new-march-2018.pdf> or you can request a copy of our complaints procedure by telephoning our customer service team on the number set out on our quotation or by writing to us at the address on the same form.
- 11.2 If you believe there is a fault or problem with the Works we have provided, then you must contact us promptly so that we have an opportunity to fix the problem. If you fail to give this opportunity and instead use another company then any additional charges or losses you have suffered will not be recoverable from us.
- 11.3 If you have not contacted us with any complaint within 6 months of completion of the Works we will be entitled to assume that the Works were performed satisfactorily.
- 12. OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 12.2 If we are undertaking Works in your property, we will make good any damage to your property caused by us but our total liability to you arising from the damage will be limited to twenty thousand pounds (£20,000). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Works.
- 12.3 Nothing in this paragraph 12 or elsewhere in this contract excludes or limits our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or to the extent such liability may not be excluded or limited at law.
- 13. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 We shall process your personal data, including sending you marketing information, in accordance with applicable data protection legislation and our privacy notice which is located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.
- 13.2 If you do not wish to receive marketing information from us you can opt out here: propertycare-opt-out@rentokil.com. We will continue to send you communications as necessary for the performance of the contract and/or the services we are providing to you.
- 14. OTHER IMPORTANT TERMS**
- 14.1 We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at paragraph 7.1 to a person who has acquired your property. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the property.
- 14.3 This contract is between you and us. No other person shall have rights to enforce the terms.
- 14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 These terms are governed by English law and legal proceedings will be in the English courts.
- EXPRESS REQUEST TO COMMENCE THE DELIVERY OF WORKS EARLY**
- I hereby request the immediate performance of the works and acknowledge that I will lose my right of withdrawal from the contract once the works are fully performed. I also understand that if I cancel and the works are part complete I will be liable to pay for any works up to the date I cancelled.
- Please commence the works within the Cooling off Period
- Signed.....
- Date.....