

# RENTOKIL PROPERTY CARE STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1 "Conditions" refers to these terms and conditions.
- 1.2 "Contract" refers to the contract between RPC and the Customer for the provision of the Works in accordance with these Conditions.
- 1.3 "Customer" refers to the person or firm who instructs RPC to proceed with the Works.
- 1.4 "Fixtures and Fittings" includes (but is not limited to) pipes, cables, furniture, furnishings, internal plaster and decorations.
- 1.5 "Order" refers to the Customer's written acceptance of the Quotation.
- 1.6 "RPC" refers to Rentokil Initial UK Limited, trading as Rentokil Property Care, a company registered in England & Wales with registration number 301044 and whose registered office is at Riverbank, Meadows Business Park, Camberley, Surrey GU17 9AB.
- 1.7 "Price" refers to the price outlined in the Quotation for carrying out the Works.
- 1.8 "Property" refers to the place at which RPC is instructed to carry out the Works.
- 1.9 "Quotation" refers to the document produced following the visit to the Property and attached to the Survey Report which outlines the likely cost of the Works.
- 1.10 "Survey Report" refers to the report prepared and produced by RPC following a visit to the Property which contains a description or specification of the Works.
- 1.11 "Works" includes any works or treatments provided to the Customer as set out in the Survey Report including any materials and or goods needed to complete those Works.
- 1.12 "Writing" includes emails.

## 2. CONTACT DETAILS

- 2.1 The RPC Customer Services Team may be reached on the number set out in the Quotation or by writing to the address on the same form.

## 3. BASIS OF CONTRACT

- 3.1 The Order constitutes acceptance by the Customer to proceed with the Works in accordance with these Conditions.
- 3.2 At the point at which RPC issues a written acceptance of the Order the Contract shall come into existence.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 4. SURVEY REPORT AND QUOTATION

- 4.1 It may be necessary to send a surveyor to the Property to evaluate and assess the Customer's requirements and to complete a Survey Report. If it is critical that the Works are completed by a particular date this must be made clear at the time of the survey.
- 4.2 The Customer may be required to pay a fee for the Survey Report. If this is required, the Customer will be told at the time of the initial enquiry. This fee will be refunded in full should the Customer instruct RPC to proceed with all the Works recommended in the Survey Report.
- 4.3 The Survey Report will set out the Works, the Price and any recommendations, including any information RPC may need from the Customer and the actions the Customer may need to take in preparation for the Works.
- 4.4 The Price will remain valid for a period of twenty eight (28) days from the date of the Survey Report after which time RPC reserve the right to increase the Price.
- 4.5 The Quotation is based on the assumption that the structure and foundation of the Property are sound. If when the Works start, it is discovered that one or both are not in good condition or a problem identified in the Survey Report is more extensive than originally thought then RPC reserve the right either to terminate the Contract and charge the Customer for the costs incurred up to the date of termination or, at its sole discretion, to charge the Customer for any additional work necessary to complete the Works.

## 5. RPC'S OBLIGATIONS

- 5.1 RPC shall carry out the Works in accordance with the Survey Report or Quotation.
- 5.2 RPC shall use reasonable endeavours to meet any dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the carrying out of the Works.
- 5.3 RPC reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirements, or if the amendments will not materially affect the nature or quality of the Works. RPC shall notify the Customer in such event. The Customer will not be notified if RPC are only substituting materials or equipment of similar quality and performance to those specified in the Survey Report or Quotation.
- 5.4 RPC warrants to the Customer that the Works will be carried out using reasonable skill and care.

## 6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall
  - (a) ensure that the terms of the Order are complete and accurate;
  - (b) co-operate with RPC in all matters relating to the Works;
  - (c) provide RPC, its employees, agents, consultants and subcontractors with adequate access to the Property (including parking for one vehicle and a convenient area for loading and unloading materials and for carrying out ancillary works), office accommodation and other facilities (including electricity and water) as reasonably required by RPC;
  - (d) provide RPC with such information and materials as RPC may reasonably require in order to carry out the Works and ensure that such information is complete and accurate in all material respects.;
  - (e) prepare the Customer's premises for the Works (including removal of fixtures and fittings and/or clearing rooms);
  - (f) obtain and maintain all necessary licenses, permissions and consents which may be required for the Works before the date on which the Works are to start;
  - (g) comply with all applicable laws, including health and safety laws;
  - (h) comply with any additional obligations as set out in the Survey Report.
- 6.2 If RPC's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the customer or failure by the Customer to perform the obligations outlined at a) to h) above (the Customer Default):
  - a) RPC shall have the right to suspend performance of the Works until the Customer Default is remedied;
  - b) RPC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from RPC's failure or delay in carrying out the Works; and
  - c) the Customer shall reimburse RPC on written demand for any costs or losses sustained or incurred by RPC arising directly or indirectly from the Customer Default.

## 7. PRICE AND PAYMENT

- 7.1 The Price is based on providing the Works during normal working hours (8.00am to 5.00pm, Monday to Friday). If extra time or overtime is worked for any reason (other than due to RPC's fault), the costs of such extra time or overtime shall be paid by the Customer as an addition to the Price.
- 7.2 RPC reserves the right to increase the Price on an annual basis.
- 7.3 If additional materials or Works are required the Customer will be provided with a new Quotation. RPC will not proceed with any such additional work without the Customer's written acceptance.
- 7.4 Any additional costs arising from the Works including parking charges and / or compliance with statutory or local requirements such as, but not limited to, compliance with building control, shall be paid by the Customer as an addition to the Price.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time. If the rate of VAT changes between the date of the Contract and the date of supply of the Works, the VAT rate will be adjusted to reflect the new rate.
- 7.6 RPC shall invoice the Customer monthly in arrears.
- 7.7 The Customer shall pay each invoice submitted by RPC:
  - a) Within 30 days of the date of the invoice; and
  - b) In full and in cleared funds to a bank account nominated in writing by RPC.
- 7.8 If the Customer fails to make payment by the due date, then, without limiting RPC's remedies under clause 9 (Termination), the Customer shall pay 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.
- 7.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 8. GUARANTEES

- 8.1 Where the Survey Report states that the Works come with a guarantee, this shall be issued by RPC to the Customer upon receipt of payment in full. The terms of the guarantee are shown on the relevant Certificate of Guarantee.
- 8.2 The Customer may assign the Guarantee to a third party taking ownership of the Property. RPC reserves the right request evidence of such transfer of ownership.

## 9. TERMINATION RIGHTS

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach with 28 days of that party being notified in writing to do so;

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- b) the other party takes any step or action in connection with entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring, having a receiver appointed to any of its assets or ceasing to carry on business;
  - c) the other party suspends, or threatens to cease to carry on all or a substantial part of its business; or
  - d) the other parties financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, RPC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 Without affecting any other right or remedy available to it, RPC may suspend the Works under the Contract or any other contract between the Customer and RPC if the Customer fails to pay any amount due under the Contract on the due date for payment or the Customer becomes subject to any of the events listed in clause 9.2(b) to 9.2(d) or RPC reasonably believes that the Customer is about to become subject to them.

### 10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract:
- a) the Customer shall immediately pay to RPC all RPC's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, RPC shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - b) the Customer shall return all of RPC's materials which have not been fully paid for.
- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or before termination of the Contract shall remain in full force and effect.

### 11. COMPLAINTS PROCEDURE

- 11.1 If the Customer has any complaints regarding the standard of the Works, RPC's Complaints Procedure can be downloaded using the following link <https://www.rentokil.co.uk/assets/content/files/rentokil-property-care-complaints-procedure-new-march-2018.pdf>. Alternatively, a copy of the Complaints Procedure can be obtained by contacting the telephone number on the Quotation. Both parties agree to comply with the Complaints Procedure in the first instance.
- 11.2 The Customer must notify RPC within 7 days of discovery of any alleged defect in the Works and must give RPC the opportunity to access the Property in order to view the alleged defect. If the Customer fails to allow RPC the opportunity to access the Property and/or the Customer instructs a third party to view or carry out works in relation to the alleged defect then any additional charges or losses suffered by the Customer will not be recoverable from RPC.
- 11.3 If the Customer requires RPC to re-inspect the Works after completion an inspection fee may be payable by the Customer but such fee will be re-funded in the event that RPC have been at fault in carrying out the Works.
- 11.4 If the Customer has not raised a complaint within 6 months of completion of the Works, then RPC will be entitled to assume that the Works were performed satisfactorily.

### 12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in this Contract shall limit or exclude RPC's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation; or
  - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, RPC shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- a) loss of profits;
  - b) loss of sales or business;
  - c) loss of agreements or contracts;
  - d) loss of anticipated savings;
  - e) loss of use of use or corruption of software, data or information;
  - f) loss of damage to goodwill; and
  - g) any indirect or consequential loss.
- 12.3 Subject to clause 12.1, RPC's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to £20,000 (twenty thousand pounds).
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

### 13. HOW RPC MAY USE YOUR PERSONAL INFORMATION

- 13.1 RPC 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](mailto: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. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Copyright in all documents prepared or produced by RPC in the course of carrying out the Works (the Documents) shall remain vested in RPC.
- 14.2 RPC grants to the Customer a non-exclusive, royalty free licence during the term of the Contract to copy the Documents for the purpose of receiving and using the Works in relation to the Property.
- 14.3 The Documents shall not be reproduced for any extension or modification of the Property.
- 14.4 RPC will not be liable for any use of the Documents for any purpose other than that for which they were originally prepared or produced.

### 15. OTHER IMPORTANT TERMS

- 15.1 Title in any equipment or materials used in the Works shall not pass until payment has been made in full.
- 15.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.3 RPC may transfer its rights and obligations under these terms to another organisation. The Customer may only transfer its rights or obligations under these terms to another person if RPC agrees to this in writing.
- 15.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.6 If any provision of part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9 These terms are governed by English law and legal proceedings will be in the English courts.

### 16. CORRUPTION AND BRIBERY

- 16.1 RPC and the Customer both undertake that in RPC's case, neither RPC nor any party acting on RPC's behalf, and in the Customer's case, neither the Customer nor any party acting on the Customer's behalf, has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Contract and both parties shall each comply with all applicable legislation relating to bribery and corruption in connection with this Contract including ensuring in RPC's case that RPC's employees and representatives shall not, and in the Customer's case that the Customer's employees and representatives shall not, directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.
- 16.2 Any failure by either party to comply with this paragraph shall entitle the other to terminate this Contract on written notice.