

RENTOKIL PROPERTY CARE LIMITED 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 agreement, 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 Property Care Limited (**Rentokil** or **we**), a company registered in England and Wales. Our company registration number is 03004506 and our registered office is at Compass House, Manor Royal, Crawley, West Sussex, United Kingdom, 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 prior written acceptance.
- 5.3 Notwithstanding Clauses 5.1 and 5.2, we reserve the right to increase the price of the Works at any time to reflect: (i) significant currency devaluation; (ii) increases in fuel, waste disposal, utilities, capital equipment, or raw material costs; (iii) changes to or introductions of taxes, statutory levies, or environmental charges; or

(iv) statutory increases to employment costs. We shall notify you in writing of any proposed increase (**"Notification"**) and the proposed date the increase is to take effect (**the Revised Charges Date**). If you do not dispute the increase in writing within 5 days of receipt, it shall be deemed accepted and applicable from the Revised Charges Date.

- 5.4 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.

- 5.5 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. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding, except as required by law.

- 5.6 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.

- 5.7 If you have any queries regarding 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 We reserve the right to refuse or suspend the provision of Works in relation to any items or areas that are contaminated or affected by dangerous, toxic, adhesive, or inflammable substances (other than substances introduced by Rentokil in performing the Works).

- 6.6 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.

- 6.7 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.

- 6.8 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 specific date.

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

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- 6.10 If you do choose to end the contract under paragraphs 6.8 or 6.9 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 (a **Guarantee**). 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;
 - (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**
- 9.1 Scope: This Clause 1 applies solely to consumers entering into a distance or off-premises contract. It does not apply to commercial or business customers.
- 9.2 Cooling-Off Period: Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel this contract without giving any reason within 14 calendar days of contract formation (the **Cooling-Off Period**).
- 9.3 Early Commencement of Works:
- (a) We will not commence the Works during the Cooling-Off Period unless you submit an express written request using the attached Confirmation and Express Request Form (Section A) sent to our contact email address.
 - (b) If you request early commencement and the Works are fully completed during the Cooling-Off Period, you lose your statutory right to cancel. If you cancel while the Works are partially completed, you must pay a proportionate amount for the work completed up to the date of cancellation.
- 9.4 Cancellation Process: To exercise your right to cancel, you must inform us before the Cooling-Off Period expires. You may do this by contacting us via email, post, or phone using the details provided in your 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;
 - (c) you do not, within a reasonable time, allow us access to your premises; or
 - (d) you become subject to an administration order, enter into liquidation or bankruptcy, have a receiver appointed over any of your assets, or suffer any analogous financial distress or insolvency event.
- 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/property-care/complaints/> 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 Nothing in this agreement excludes or limits our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any legal liability that cannot be excluded under applicable law .
- 12.2 Subject to Clause 12.1, our liability for direct physical damage to your property caused by our breach of contract or negligence during the Works is limited to £20,000. We shall not in any circumstances be liable for any costs of repairing any pre-existing faults or damage to your property that we discover while providing the Works
- 12.3 Subject to Clause 12.1 and 12.2, our maximum aggregate liability arising under or in connection with this agreement (whether in contract, tort including negligence, or otherwise) shall be limited to 100% of the total price paid by you under this agreement in the 12-month period preceding the claim.
- 12.4 Neither party shall be liable for: (i) any indirect, special, or consequential loss; or (ii) loss of profit, loss of revenue, business interruption, loss of savings, loss of contract, or loss of goodwill (in each case whether direct or indirect).
- 12.5 Subject to Clause 12.1, Rentokil shall not be liable for any claim arising under or in connection with this agreement unless you notify Rentokil in writing, stating in reasonable detail the nature and estimated amount of the claim, within 30 days following the date on which you became, or ought reasonably to have become, aware of the event giving rise to the claim. Failure to notify Rentokil within the 30-day period specified shall fully release and discharge Rentokil from all liability in respect of the relevant claim.
- 12.6 If you are a consumer, we request that you report claims to us as soon as reasonably practicable after becoming aware (and ideally within 6 months of completion of the Works) so that we can inspect and resolve the matter efficiently. Nothing in this agreement (including any reference to notification timescales) shall exclude, restrict, or limit your statutory rights under the applicable consumer protection legislation, nor shall it alter or shorten the statutory limitation periods applicable to legal claims under the Limitation Act 1980.
- 12.7 If you fail to notify us of a known fault within a reasonable time, and that delay causes additional or secondary damage to your property (for example, allowing untreated damp or timber decay to spread further), Rentokil shall not be liable for any additional loss, damage, or increased repair costs directly resulting from your failure to take reasonable steps to mitigate your loss.
- 12.8 You shall take all reasonable steps to mitigate any loss or damage suffered.
- 13. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 We process personal data concerning you and your representatives as a Data Controller in accordance with applicable UK data protection legislation (including the UK GDPR and Data Protection Act 2018) and our Privacy Notice available at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.
- 13.2 We may send relevant marketing communications. You can opt out at any time by emailing propertycare-opt-out@rentokil.com or following the opt-out link in any communication. We will continue to send you communications as necessary for the performance of the contract and/or the services we are providing to you.

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14. COMPLIANCE AND CORPORATE GOVERNANCE
- 14.1 Anti-Bribery & Corruption: Each party shall comply with all applicable anti-bribery, anti-corruption, anti-fraud, and anti-tax evasion legislation, including the Bribery Act 2010, the Criminal Finances Act 2017, and the Economic Crime and Corporate Transparency Act 2023. Neither party shall offer, promise, or accept any undue financial or business advantage.
- 14.2 Modern Slavery: Each party shall comply with the Modern Slavery Act 2015 and maintain adequate policies to prevent human trafficking and modern slavery within its operations and supply chain.
- 14.3 Sanctions Compliance: Each party warrants that it is not subject to, owned by, or acting on behalf of any entity subject to economic or financial sanctions administered by His Majesty's Treasury (OFSI), the European Union, the US (OFAC), or the UN Security Council . Breach of this clause grants immediate right of termination.
- 14.4 Non-Discrimination: Neither party shall unlawfully discriminate on grounds of race, gender, religion, disability, age, or sexual orientation.
- 14.5 Code of Conduct: Rentokil operates in accordance with the Rentokil Initial Code of Conduct (the "RI Code"). The parties agree that adherence to the RI Code provides equivalent standards to any third-party supplier code of conduct.
15. ARTIFICIAL INTELLIGENCE & INTELLECTUAL PROPERTY
- 15.1 We reserve the right to utilize artificial intelligence (AI) tools in delivering the Works and deliverables. We warrant that AI utilization complies with confidentiality obligations and applicable laws.
- 15.2 All intellectual property rights in the Works, survey reports, and deliverables remain the exclusive property of Rentokil.
- 15.3 Neither party shall use the other party's confidential information, deliverables, or proprietary data to train, fine-tune, or develop any public, third-party, or foundational AI or machine learning models without prior written consent.
16. SUBCONTRACTING, ASSIGNMENT & TRANSFERS
- 16.1 Rentokil reserves the right to subcontract the performance of any of the Works and/or to assign, novate, or transfer any of its rights and obligations under this agreement without your consent to any parent, subsidiary, affiliate entity, or purchaser of substantially all of its assets or business.
- 16.2 You may not assign or transfer your rights or obligations under this agreement without our prior written consent (such consent not to be unreasonably withheld or delayed). However, you may (at your cost) request that we transfer the benefit of any Guarantee (under Clause 7.1) to a purchaser of your property upon presentation to us of reasonable proof of ownership transfer.
17. OTHER IMPORTANT TERMS
- 17.1 Save as provided elsewhere in this agreement, no term of this agreement shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement.
- 17.2 If any provision of this agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, the provision shall be deemed removed, and the remaining provisions of this agreement will continue in full force and effect.
- 17.3 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 agreement, 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.
- 17.4 The parties shall comply with laws relating to this agreement and the Works. Each party shall promptly report to the other party any request or demand for any undue financial or other advantage in connection with this agreement.
- 17.5 Other than payment for the Works, neither party shall be liable for any failure or delay which is caused by circumstances beyond its reasonable control. If the circumstances continue for more than 30 days, either party may terminate this agreement by giving notice.
- 17.6 We may update or change the terms and conditions of this agreement from time to time (for example, to reflect changes in

relevant laws, regulatory requirements, safety standards, or our operational practices). We will notify you in writing (by email or letter) at least 30 days before any changes take effect. If you do not agree to the proposed changes and they place you at a material disadvantage, you have the right to cancel this agreement without penalty before the changes take effect by contacting us. In such circumstances, we will refund any payments you have made in advance for Works that have not yet been provided.

18. GOVERNING LAW AND JURISDICTION
- This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

SECTION A

CONFIRMATION AND EXPRESS REQUEST TO COMMENCE THE DELIVERY OF WORKS EARLY FORM

1. Important Information: Your 14-Day Cooling-Off Period
- As referenced in Clause 9 of this agreement, under consumer protection law, you have a statutory 14-day cooling-off period from the date you accept our quotation to cancel the contract (the **Cooling-Off Period**, as defined above). Because your agreed start date falls within this 14-day period, we cannot begin work unless you explicitly request us to start early in writing and acknowledge how this impacts your cancellation rights.
2. How to Confirm Your Booking
- 18.1 To formally i) confirm your order and ii) if the scheduled start date falls within the Cooling-Off Period and you wish us to begin work during the Cooling-Off Period, authorise us to proceed on the scheduled date, please contact us via email using the details provided in your quotation. Your email must include the completed template below (and section ii) must also be completed, as applicable):
- i) WRITTEN ACCEPTANCE & BOOKING CONFIRMATION
- I confirm my acceptance of your specification, quotation, and Terms and Conditions:
- * Reference Number: [Insert ENQ number]
- * Property Address: [Insert site address]
- * Report Date: [Insert report date]
- * Quotation Value: [Insert quotation value including VAT] TAX & USER DETAILS:
- * Are you going to be the end user of the services on this Contract? [YES / NO]
- * Are you VAT registered? [YES / NO]
- * VAT Number (if applicable): _____
- ii) EXPRESS CONSENT TO START WORK DURING THE COOLING-OFF PERIOD
- Please place an 'X' in the box below to confirm:
- [] REQUEST EARLY SERVICE & ACKNOWLEDGE LOSS OF CANCELLATION RIGHTS I explicitly request that [Company Name] perform the timber treatment works on the agreed date of [Insert Date] (which falls within my statutory 14-day cooling-off period). I understand and agree that once the works/services have been fully performed, I lose my statutory right to cancel and receive a refund. If I cancel after work has already commenced but before completion, I will be required to pay for the proportion of services performed up to the time of cancellation.
- Confirmed by: [Insert Full Name]
- Date: [Insert Date]

Signed.....

Date.....