

London Borough of Redbridge Pest Control Treatments Standard Terms and Conditions of Service

This page (together with the documents referred to within it) sets out the terms and conditions on which we supply the pest control treatments (the "Services") listed on our website (www.redbridge.gov.uk/book-it) to you.

Please read these terms and conditions carefully before ordering any services from our site. By ordering any of our services, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. Information About Us

- 1.1 Our postal address is London Borough of Redbridge Pest Control Service, 10th Floor Lynton House, 255-259 High Road, Ilford, IG1 1NY. All pest control services are bookable via www.redbridge.gov.uk/book-it. You can also contact us on 0208 708 5000 or pestcontrol@redbridge.gov.uk. Throughout these terms and conditions "we", "us" and "our" shall refer to the London Borough of Redbridge and, where appropriate, its employees.
- 1.2 Our services are only intended for use by people resident or owning a property within the London Borough of Redbridge. We do not accept orders from individuals outside this area.

2. Your Status

- 2.1 By placing an order with us (whether through our site or other means) you warrant you are legally capable of entering in to binding contracts, you are at least 18 years old and reside or own a property within the London Borough of Redbridge.
- 2.2 Throughout these terms and conditions "you" and "your" shall refer to the customer named in the Confirmation.

3. How the Contract is Formed Between You and Us

- 3.1 The contract between us (the "Contract") will only be formed when we send you email confirmation of your booking ("Confirmation").
- 3.2 The contract will relate only to those services that we have confirmed in the Confirmation. We will not be obliged to supply any other services.
- 3.3 For the purpose of these terms, the "Relevant Pests" shall be whichever pests are referred to in the Confirmation.

4. Fees and Payment

- 4.1 The fee for the Service includes VAT and will be as quoted on our website. They may change at any time, but, fee changes will not affect orders for which we have already sent you a Confirmation.
- 4.2 Payment for all Services may be made by credit or debit card when the booking is made and before treatment commences, unfortunately we no longer accept payment by cheque.
- 4.3 Additional charges may be charged following a survey.

5. Discounts

- 5.1 The London Borough of Redbridge may provide a 50% discount for domestic occupiers who are in receipt of full Council Tax benefit. This will be checked during the online booking process by the book-it system. The booking will not be made at the discounted rate unless evidence of the benefit is apparent.
- 5.2 The London Borough of Redbridge provide a discount to those customers who book more than one treatment for the same premises or business at the same time. (Discounts available are - two treatments discounted at 10% or three treatments discounted at 15%) If after you receive Confirmation and then cancel a treatment as part of the discounted offer you will either revert to a lesser discount or lose the discount if the number of treatments is then one.
- 5.3 We will need your name, address, contact number, email address to confirm entitlement to the benefit discount.

6. Cancellations and Refunds

- 6.1 Subject to clause 6.2, if you give us at least 24 hours' notice that you wish to change or cancel your appointment, we will refund you in full. If you give us less than 24 hours' notice that you wish to

change or cancel your appointment, you will be charged £25 to cover our costs of the booking which includes a reasonable administrative fee.

- 6.2 If you are contracting as a consumer (as defined in the Consumer Contracts Regulations 2013) and you cancel a booking within 14 calendar days of receiving the confirmation but before we arrive on site, you will be refunded in full as soon as possible.
- 6.3 Please note that you may cancel the Service in accordance with clause 6.2 at any time before the work is finished but if you notify us of the cancellation after we have arrived on site but before we start the work, we will charge you £35 of the fee and if you notify us after we start work on site, we will charge you the full fee. This is to reflect the costs we will have incurred by that time.
- 6.4 We will use reasonable endeavours to meet all agreed appointments, but in rare circumstance where this is not possible, we will contact you as soon as possible to agree an alternative appointment. Examples of reasons where a cancellation may be necessary include (without limitation):
 - 6.4.1 If the operative is unexpectedly delayed due to being held up by previous complicated treatments;
 - 6.4.2 Adverse weather conditions (for example we cannot treat effectively in the rain);
 - 6.4.3 Sudden operative sickness;
 - 6.4.4 Vehicle accident or local traffic difficulties encountered
- 6.5 If we fail to turn up for your appointment slot and do not contact you on the contact number(s) provided before the expiry of this slot you will be able to choose whether to:
 - 6.5.1 Arrange an alternative slot and received a 50% discount or
 - 6.5.2 Cancel our Service and obtain a full refund of any prepaid fees.
- 6.6 We will usually refund any money received from you using the same method originally used by you to pay for your purchases
- 6.7 If you are not present when we arrive on site, provided that this is within the agreed appointment slot, we shall treat the Contract as cancelled by you under clause 6.1 or 6.2 as appropriate (unless we have agreed in advance that you do not need to be present at that time) and our call charge of £35 will apply. If this happens again, we will charge you the £35 again the second time but if this occurs on a third occasion, you will be charge the full fee.
- 6.8 If you are required under the Confirmation to prepare your property before we arrive on site (which depends on the type of pest) and you fail to do so, we shall treat the contact as cancelled by you under clause 6.1 or 6.2. No treatment shall be provided and our call out charge of £35 will apply.
- 6.9 If we have legitimate concerns over the safety of our staff or we are unable to treat a wasps nest for environmental reasons (which shall be determined by us), then we shall treat the Contract as cancelled by us and we will refund any fees you have paid in full. Reasons for non-treatment include (without limitation):
 - 6.9.1 Risk to aquatic life;
 - 6.9.2 Un-boarded lofts which are deemed unsafe to negotiate;
 - 6.9.3 Habitat located in chimney;
 - 6.9.4 Habitat entrance located on high roofs with no loft access that require multi stage ladders;
 - 6.9.5 Uncovered water tanks near the habitat
 - 6.9.6 Sites which cannot be safely treated by technician, such as power lines close by, above a conservatory or
 - 6.9.7 Any other legitimate relevant health and safety restriction
- 6.10 We reserve the right to withdraw from any treatment we have started where we have concerns that continuing the treatment may not be safe, that customers have not adhered to our conditions or requirements or where customers have interfered with or moved our poisons or bait. In such cases, no refund will be provided.

7 Your Obligations

- 7.1 You permit us to apply approved pesticides and/or deploy equipment as we deem necessary, to deliver an effective treatment, subject to our compliance with all legal requirements.
- 7.2 You agree to provide us with free access to all parts of the premises for an inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment.
- 7.3 You agree not to request or permit us to access any part of the site or premises which you know or suspect to be hazardous, or in which a potentially hazardous process is carried out, without first briefing us or our operative on the nature of the hazard and precautions to be observed.
- 7.4 You (or any other person over 18) must be available at the site during the agreed time slot, unless prior arrangements have been made in advance for us to carry out the Service in your absence, otherwise you will be charged under clause 6.7.

8 Our Obligations

- 8.1 Subject to the Confirmation, our Service is to attend your premises or business, inspect the relevant area and if, we confirm that relevant pests are present, treat the active habitat. If on inspection we cannot confirm the presence of the relevant pests, we may carry out tests using non-toxic products.
- 8.2 On arrival at your premises, we will identify ourselves to you, and will not commence any work without your consent. Where the premises consist of land or buildings which are unoccupied but are owned by you and which have free access, you hereby give us permission to enter on to the premises on arrival and to carry out the service.
- 8.3 Critical safety data information advising of the materials used and any precautions that are required will be left with you. It is a requirement of the Health & Safety at Work act 1974 and the Control of Pesticides Regulations 1986 that the customer reads this information, complies with it, and to keep the information on their premises ready for reference in case of any accident or emergency.
- 8.4 If the Service is carried out correctly but it fails, there will be no charge for a repeat visit made within 4 weeks following the date of initial treatment.
- 8.5 Please note we do not carry out rodent- proofing as part of our Service. ('Proofing' is the technical term for any structural maintenance work which you may have to carry out on your property to deny access to pests).
- 8.6 Please note that carrying out the Service may not totally eradicate the relevant pests.

9 Limitation of Our Liability

- 9.1 If we fail to comply with these terms and conditions, we shall only be liable to you for the fee paid (if any) for the Service.
- 9.2 We seek to effectively control pest numbers but do not guarantee the total elimination of the pest and shall not be held liable for any loss or damage caused by continuing infestation.
- 9.3 We shall not be responsible for any loss or damage (other than for death or personal injury) arising out of the provision of the Service howsoever caused.
- 9.4 We shall not be liable for consequential or indirect loss or damage caused from the treatment (or omission to treat the habitat), damage caused by the relevant pests, or losses that result from our failure to comply with these terms and conditions that fall in to the following categories: loss of income or venue, loss of business, loss of opportunity, loss of profits, loss of anticipated savings, loss of data or waste of management or office time.
- 9.5 If we believe it to be unsafe to carry out the treatment, in accordance with clause 6.8 or clause 6.9, we shall not be liable for any consequential loss whether direct or indirect, including the costs of paying an alternative contractor.

10 Your Personal Data

- 10.1 When you book our services, we will ask for your name, contact details and address of the relevant premises. We will use these in booking administration and confirmation, order fulfilment, billing, payment, delivery, aftercare services and complaints. When we visit the property, we may take photographs inside and outside for our interests to identifying proofing issues, extent of an infestation, room conditions or other information reasonably necessary to carry out our services or to show why we are unable to do so.
- 10.2 If you give us any health-related information, we will store this and notify the technician about it if relevant to their visit, if you consent to this.
- 10.3 If you become aware of any inaccurate personal data we hold, please contact us so that this may be corrected.
- 10.4 Please address any questions, comments, and requests regarding or data processing practises to us at pestcontrol@redbridge.gov.uk or Pest Control Service, London Borough of Redbridge, 10th Floor (Rear) Lynton House, 255-259 High Road, Ilford, IG1 1NY

11 Feedback/Complaints

- 11.1 We aim to provide an excellent service to everyone, but we understand that we do not always get things right. If you have negative feedback or a concern, please raise this with us by our preferred communication method of email to – pestcontrol@redbridge.gov.uk
- 11.2 It would be useful if you set out full details of what you feel was our service delivery failure. Your concerns will then be investigated and the outcome of the investigation explained to you, where feasible within 10 working days of receipt of the complaint.

12 Transfer of Rights and Obligations

- 12.1 The contract between you and us is binding and on our respective successors and assignees. You may not transfer assign, charge or otherwise dispose of the Contract, or any of the rights or obligations

arising under it without prior written consent. We may transfer, assign, charge sub-contract or otherwise dispose of the contract, or any of our rights or obligations arising under it, any time during the term of contract