



## **TERMS AND CONDITIONS**

PLEASE READ ALL THESE TERMS AND CONDITIONS

It is important that you read these Terms and Conditions and fully understand their content. You should make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please phone us on 0756210883 or 01992 829940.

### **1. Definitions**

- **Charges**

'Charges' shall mean all monies charged by the Supplier to the Customer other than Fees

- **Contract**

'The 'Contract' is the legally binding agreement made between the Customer and the Supplier for the Supplier to deliver Goods and Services to the Customer for a financial consideration by the Customer (payment).

- **Customer**

This means you. By ordering the services of the Supplier you are creating an intention to form a legally binding agreement.

- **Delivery Location**

The 'delivery location' shall mean the location where the goods and/or services are to be supplied or the Supplier's premises or any other location that may be set out in the Contract.

- **Delivery Date**

The 'delivery date' shall mean the date specified in the Contract on, or by which, particular Goods or Services are to be supplied to the Customer.



- Fees

'Fees' shall mean the monies due to the Supplier for Services delivered, or to be delivered to the Customer

- Goods

'Goods' shall mean any items that the Supplier will provide as ordered by the Customer, or to reasonably enable the Supplier to fulfill the Contract.

- Order

An 'Order' shall mean the intention of the Customer to engage the Supplier in a legally binding contract to make all reasonable efforts to fulfill the requirements detailed in that Order

## 1. Definitions (Cont.)

- Quotation

'Quotation' (Quote) shall mean a description of Goods and Services offered by the Supplier and all costs involved.

- Payments

'Payments' shall mean any monies paid by the Customer to the Supplier.

- Services

'Services' shall mean any actions the Supplier may take to fulfill the Contract.

- Sub-Contractor

A 'Sub-Contractor' shall mean any other person or group that has been authorised by Tracker Pest Control Ltd in writing to perform any or all services detailed in the Contract.



- Supplier

The 'Supplier' or 'we' or 'our' will be Tracker Pest Control Ltd or any Sub-contractor.

- Time Period

The 'time period' shall mean the length of time specified in the Contract required for the delivery of Goods and Services.

## **2. Applications**

These Terms and Conditions shall apply to:

- a) All Goods and Services covered under a Contract, or an Order by the Customer, or a Quotation by the Supplier.
- b) All Goods and Services shown on the website [info@trackerpestcontrol.co.uk](mailto:info@trackerpestcontrol.co.uk)
- c) All Goods and Services shown in the most recent advertisements placed by Tracker Pest Control Ltd.

## **3. Services**

- a) The general description of our Services is set out in our website.
- b) All Services are subject to availability.
- c) All Services will comply with the applicable legal and health and safety requirements.



### **3. Services (cont.)**

- d) If any of the conditions in 3.c) change during the Contract we will alter our Services to comply with updated regulations.
- e) Any increase in cost under 3.d) will be borne by the Customer
- f) Any alterations under 3.d) and 3.e) will be notified to the Customer.

### **4. Basis of Sale**

- a) The description of Goods and Services stated in our website or any other advertising material does not constitute a Contractual Offer for those Goods or Services.
- b) A Contract will be deemed to have been formed only:
  - i. Upon the Customer receiving written confirmation from the Supplier that the Order has been accepted or;
  - ii. The Supplier receiving written confirmation from the Customer that a Quotation has been accepted or;
  - iii. If earlier than 4.a)i) and 4.a)ii), the delivery of Goods by the Supplier to the Customer
- c) Before the delivery of any Goods or Services a Contract may be cancelled by the Supplier if:
  - i) Any Goods specified in the Order are unavailable.
  - ii) Any Goods specified in the Order are unreasonably priced
  - iii) Any typographical error is made by any concerned party.
- d) Any cancellation under 4.c) will be advised as soon as reasonably possible.
- e) Excepting 4.b)iii), subsequent to any cancellation under 4.c) any payments made by the Customer to the Supplier shall be returned in full.



f) Any quotation for the provision of Goods and Services will be valid for a maximum of 30 days unless expressly withdrawn at an earlier time.

g) Any variation of the Contract may only be made with the written agreement of both the Customer and the Supplier.

## **5. Delivery**

a) Subject to 5.d) and 5.e) we will deliver Services, including any Goods required to deliver those Services, within the time period agreed in the Contract or:

i) If no time period is agreed, within a reasonable time or;

ii) In the case of Goods alone, without undue delay and not more than 30 days from the date of the Order.

## **5. Delivery (Cont.)**

b) Subject to 5.e) and 12., regardless of events beyond our control, if we do not deliver Goods or Services as under 5.a):

i) The Customer may require us to reduce any fees or charges by a reasonable amount up to, but not more than, that set out in the Contract and;

ii) With the agreement of the Supplier fix a new period of time in which Goods and Services shall be delivered.

c) Subject to 5.e) and 12., regardless of events beyond our control, if we do not deliver Goods or Services as under 5.a) the Customer may terminate the Contract. In this case the Customer must:

i) Advise the Supplier of their intention to terminate the Contract and;

ii) Receive written confirmation of the receipt by the Supplier of 5.c)i).

d) At any time an agreed delivery date may be changed if both parties agree.



- e) Under extraordinary circumstances the Supplier may delay the delivery date of any Goods or Services by up to, but not more than 5 days. In this instance:
  - i) The Supplier will take all reasonable steps to deliver any Goods and Services affected within one day of the delivery date and;
  - ii) If the Supplier does not deliver under 5.e)i) then a discount of 20% will apply to those Goods or Services that are specifically affected.
- f) If the Customer, or any nominee, fails to accept delivery of Goods and Services at the Delivery Location, all reasonable costs for storing or re-delivering will be borne by the Customer.
- g) If reasonably practical, the Customer should examine Goods before accepting delivery.
- h) If the Customer accepts delivery of Goods, they shall become the responsibility of the Customer.

## **6. Responsibilities of the Customer.**

In the delivery of Services to the Customer:

- a) The Customer must grant free and safe access to the Delivery Location if it is under their control.
- b) The Customer must not hinder the Supplier in their performance of the Contract.
- c) All information known by the Customer that is directly relevant to the performance of the Contract should be made known to the Supplier.
- d) All licences and consents required by the Customer or for the Delivery Location should be obtained by the Customer before the delivery of Goods or Services.



## **7. Fees, Charges and Payments.**

- a) All Fees and Charges, unless covered later in these Terms and Conditions will be: Those set out in our Quote. Or;
- i. if unspecified in our Quote, then any such price that may be agreed in writing. Or;
  - ii. If unspecified in i) and ii) immediately above, then those set out in our price list which is current at the date of the Contract.
  - iii. Any Charges for Goods unspecified in i), ii) and iii) above will be those paid by the Supplier for those Goods.
- b) All Payments must be made no later than the fulfillment of the Contract unless previously agreed in writing by both parties.
- c) Failure to make any Payments under the Contract may result in:
- i) A charge of 15% of any outstanding Payment for each day in excess of 45 days from the completion of the Contract. And;
  - ii) Any legal action deemed reasonable by the Supplier.
- d) Any costs incurred by the Supplier under 7.c)ii) will be charged to the Customer
- e) Any refunds made to the Customer by the Supplier will be made within 14 days of both Parties agreement to that refund

## **8. Risk and Title**

- a) Risk of damage to, or loss of any Goods will pass to the Customer upon acceptance of delivery.



- b) The title to all Goods accepted by the Customer at the Delivery Location shall remain with the Supplier until full Payment has been made in settlement of the Contract.
- c) At any time, the Supplier may, with notice, cancel any delivery of Goods or Services and end any right to use Goods delivered under the Contract if:
  - i) Payment in full is not received. Or;
  - ii) Any step occurs towards the bankruptcy of the Customer.

## **9. Conformity and Guarantee**

- a) The Supplier has a legal duty to supply Goods in conformity with the Contract. Goods will be deemed to be in conformity if, on delivery:
  - i) They are of satisfactory quality. And;
  - ii) They conform to their description. And;
  - iii) They can reasonably be expected to perform the purpose for which they were delivered regardless of whether that is a purpose for which Goods of that type are usually supplied.
- b) It is not a failure to conform when conditions in 9.a) are not met if Goods have been delivered by the Customer without the agreement of the Supplier.
- c) The title to any manufacturer's Guarantee for Goods delivered to the Customer, if not specified at that time, shall pass to the Customer upon Payment.
- d) The Supplier will provide a Guarantee for Services delivered in accordance with details specified on the website [www.trackerpestcontrol.co.uk/terms](http://www.trackerpestcontrol.co.uk/terms)





## **10. Termination and Suspension.**

- a) In addition to any reference to suspension, cancellation or termination of the Contract elsewhere in the Terms and Conditions, either Party may suspend or terminate the Contract by written notice to the other if:
  - i) Either Party commits a serious breach, or a number of breaches resulting in a serious breach of Contract if the breach is not remedied within 30 days of the written notice. Or;
  - ii) Either Party is subject to any step towards its bankruptcy or liquidation.
- b) The Customer may cancel the Contract within 7 days of that Contract coming into force except:
  - i) If the Supplier has already delivered Goods or Services to the Customer. Or;
  - ii) If the Customer has ordered Goods to be made to their special requirements
- c) Upon the suspension, cancellation or termination of the Contract, all remaining rights and obligations will not be affected.

## **11. Successors and Sub-Contractors**

- a) Either Party may transfer the benefit of the Contract to a successor or Sub-Contractor and that Party will remain liable for its obligations under the Contract. And;
- b) The Supplier will be liable for the actions of a Sub-Contractor in their performance of their obligations under the Contract.



## **12. Force Majeure.**

Either party will not be liable for any failure of, or delay in the performance of the Contract for the period that such failure or delay is:

- a) Beyond the reasonable control of that party. And;
- b) Materially affects the performance of any of its obligations under the Contract.  
And;
- c) Could not reasonably have been foreseen or provided against. But;
- d) Will not be excused for any failure or delay resulting from general economic conditions or other general market effects.

## **13. Governing Law**

The Contract and the Terms and Conditions are governed by English Contract Law.