

Albany Environmental Services Ltd
Terms and Conditions of Service

1. Definitions

In the following terms and conditions, "Company" means **Albany Environmental Services Ltd.**

2. Provision of Service

In consideration of the Client agreeing to:

- a) pay the Company the fees payable under this agreement in accordance with its terms and conditions:
and
- b) observe and perform the other terms and conditions of this agreement on its part to be observed and performed, the Company hereby agrees that it will provide the service to the Client for the term of this agreement.

3. Fees

All fees shall become due for payment within 30 days of the date of invoice or the start date or an anniversary thereof to which it relates, whichever shall be earlier, time of payment being of the essence of this agreement. Should payment not have been received within 30 days an administration fee of £150+vat may be added at the companies' discretion. Should the Client be placed on hold due to breach of payment terms then fees for this period remain payable should service be re-instated once payment is made.

4. Equipment Provided

As part of the provision of the service the Company may provide items of monitoring, bait holding, fly killing or other associated equipment to be placed on the premises. All such equipment shall remain the property of the Company unless otherwise agreed in writing.

5. Client's General Obligations

The Client hereby agrees that in order to facilitate the provision of the service it shall:

- a) Afford the Company's technicians access to the premises between the hours of 8am and 5pm Monday to Friday excluding Bank Holidays or at such other times by prior agreement to allow the service to be provided.
- b) Give the Company and its technicians all such facilities, assistance and confirmation as it or he may reasonably require in connection with the provision of service.
- c) Without prejudice to the provisions of paragraphs 5 a) and b) above, at all times during the term of this agreement immediately inform the Company in writing of any change in use and/or any other circumstances in relation to any other premises owned, occupied or used by the client or the owner of the premises) which may affect the provision of service?
- d) Comply with all recommendations made by the Company as to proofing and hygiene. The Client acknowledges that failure to comply with any such recommendations may result in the suspension (during which the fees payable under this agreement shall remain payable) of subsequent visits/callouts to the premises or that an additional charge may be made for such visits or callouts. The Company shall be under no obligation to make good any visits missed as a result of any such suspension.

6. Visits Outside Normal Hours

Visits by the Company's technicians to the premises outside the hours of 8am to 5pm on Mondays to Fridays excluding Bank Holidays will be subject to an additional charge at the Company's standard rates for such visits for the time for the time being in force. Where an appointment to visit has specified as being necessary and the Company's technician is refused access to the premises a charge for an aborted visit may be made.

7. Termination

7.1 If the Client

a) shall fail to pay the Company any sum due under its agreement within 90 days of the due date; or
b) shall commit a material breach of any provision of this agreement (other than as to payment) or persistent breaches of any provision of this agreement; or
c) shall fail to notify the Company of any change which the Company reasonably deems to be of a material nature in relation to the premises or its business; or
d) being a Company shall have a petition presented for its winding up or for the appointment of an Administrator or if a resolution shall be passed for its winding up or for a Receiver or an Administrative Receiver shall be appointed over all or any of its assets or a proposal shall be made for a voluntary arrangement regulating its affairs; or
e) being a partnership, the partnership shall be dissolved or a Receiver appointed over the partnership or over any of its assets; or
f) being an individual, an application shall be made for an interim order in respect of the Client
then and in any such event the Company may be noticed to the Client at any time thereafter terminate this agreement forthwith.

7.2 Termination of this agreement for any reason whatsoever other than on an anniversary of the start date shall not entitle the Client to be refunded any sum previously paid to the Company in respect of the year commencing on the start date or any anniversary thereof.

7.3 If the Client shall terminate this agreement before the end of the initial period, being a period of more than twelve months, the Client shall pay to the Company by way of liquidated damages on the date of such termination a sum equal to 50% of the fees payable in respect of the remainder of the initial period at the rate payable on such date together with all other sums due to the Company on or before such date under this agreement.

7.4 Following termination of this agreement for whatsoever reason the Company shall be under no further obligation to provide the service to the Client.

7.5 Any termination of this agreement shall not prejudice any rights of the parties which shall have accrued prior thereto.

7.6 Upon termination of all agreements all pesticides will be removed from site.