PROKILL GENERAL TERMS AND CONDITIONS

Trading Name	**Prokill UK**		
Company Name	**Prokill UK Ltd**		
Registered Address	**Compass House, Manor Royal, Crawley, RH10 9PY**		
Registered No.	**05504331**	**VAT No.**	**885 0863 85**
Contact	**pkukaccounts@prokill.co.uk**	**Tel**	**01276 536699**
Email	pkukaccounts@prokill.co.uk		

1. GENERAL OBLIGATIONS

1.1. "Prokill" in this agreement refers to the company set out above. Prokill is a business operating under a franchise arrangement with Prokill (UK) Limited. "You" or "Your" refers to whoever is identified as "Client" on the attached Service Agreement. You are a consumer if you are purchasing the Services for your own personal use otherwise you are a business. "Services" means those pest control services that Prokill agrees to carry out for you and which are more fully described in the Service Agreement and to which these general terms and conditions will apply.

1.2. The Service Agreement and these general terms and conditions form the agreement between us (the "Agreement") and your standard terms and conditions (if any) attached to, enclosed with, or referred to in any purchase order shall not govern this Agreement.

1.3. You may contact Prokill by telephoning, emailing or writing to the number or address above or where you are a consumer cancelling this Agreement under paragraph 3, in accordance with paragraph 10..

1.4. Prokill shall carry out the Services or works as specified in the Service Agreement with reasonable skill and care expected of an ordinarily competent provider of Services.

1.5. You shall:

1.5.1. provide access for Prokill or its employees or representatives to carry out the Services at any reasonable time as specified;

1.5.2. provide all facilities at the premises that Prokill may reasonably require to carry out the Services as specified; and

1.5.3. permit Prokill to make a charge at the normal hourly rate for any wasted journeys due to your failure to observe an appointment; delays in carrying out the work or cancellations as a result of your failure to allow access or provide proper instruction.

1.6. If you are a business, you shall comply with all statutory requirements applicable to your business.

2. DURATION AND TERMINATION

2.1. This Agreement shall begin on the date you sign the Service Agreement (the "Commencement Date"). If Prokill is only carrying out a specific task for you (a "Job") this Agreement shall end once that Job has been completed and Prokill has been paid. However, if Prokill is performing regular periodic service visits ("Contract") then unless otherwise stated, this Agreement shall continue for a minimum period of one year (the "Minimum Period") starting on the Commencement Date.

2.2. After the Minimum Period, the Agreement will continue on a yearly basis unless terminated:

2.2.1. at any time by either Prokill or you for one of the reasons set out in paragraph 2.3 or paragraph 9.1; or

2.2.2. at the end of the Minimum Period or any anniversary of that date where Prokill or you (as applicable) have given the other at least 3 months written notice of termination.

2.3. Prokill shall have the right, without prejudice to any other rights or action, to terminate this Agreement forthwith:

2.3.1. If you fail to observe and perform any of the terms of this Agreement:

2.3.2. If you are adjudged bankrupt or if you convene a meeting of your creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act, or a proposal for any other scheme or arrangement with your creditors, or if you are unable to pay your debts within the meaning of section 123 of the Insolvency Act;

2.3.3. If credit references relating to you are obtained which are not of a satisfactory nature in our view;

2.3.4. In the circumstances set out in paragraph 4;

2.4. Prokill reserves the right to suspend Service in the event of non-payment.

2.5. If you are a consumer you may terminate this Agreement for one of the following reasons:

2.5.1. there is a risk that Prokill's performance of the Services will be significantly delayed because of events outside of its control;

2.5.2. Prokill has told you about an error in the charges or the description of the Services and you do not wish to proceed; or

2.5.3. Prokill has been unable to perform the Services within any time critical constraints you have told Prokill about in writing and before Prokill commences the Services unless the delay is due to something you have done or failed to do.

2.6. Where you terminate this Agreement before the end of the Minimum Period and you do not have any right to terminate early, you shall pay Prokill compensation for not complying with your Agreement with Prokill.

2.7. You agree that this compensation will be calculated as follows:

2.7.1. where you terminate during the Minimum Period 80% of the aggregate charges due until the end of the Minimum Period; or

2.7.2. where you terminate at any time after the end of the Minimum Period 30% of the aggregate charges you would have paid Prokill until the time when you would have been entitled to terminate this Agreement.

2.8. Where Prokill terminates this Agreement because you have not complied with your obligations or because you have not paid Prokill for the Services provided to you, Prokill shall be entitled to invoice you for compensation in respect of the date from which Prokill terminates this Agreement to the date upon which you could have terminated this Agreement by giving notice. This compensation shall be calculated on the same basis as is in paragraph 2.7

3. ADDITIONAL CONSUMER RIGHTS TO CANCEL

3.1. If you are a consumer, then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a legal right to cancel this Agreement at any time within 14 calendar days (the "Cooling Off Period") starting the day after this Agreement is signed by you in your home or entered into a contract with Prokill over the phone, via email or over the internet Unless you give Prokill permission in writing Prokill will not begin to provide you with the Services until this Cooling off Period has expired.. You may cancel either in writing or by email to Prokill in accordance with paragraph 10.

3.2. If you have agreed in writing that you wish Prokill to start the work before the expiry of the Cooling off Period and you then subsequently cancel in accordance with your rights, then Prokill will charge you for the work it has already done.

3.3. You do not have any right to cancel once the Cooling off Period has ended although you can terminate this agreement as set out in paragraph 2.2 or 2.5.

4. PAYMENTS

4.1. Our total charges (which excludes VAT) for the Services is set out in the Service Agreement.

4.2. Payment terms are strictly 15 days from date of invoice, unless prior Agreement in writing.

4.3. If an invoice is unpaid after it has become due to Prokill, then Prokill may at any time thereafter give you 7 days written notice to terminate this Agreement and unless such overdue sums are paid before the expiration of such notice Prokill shall, without need for giving of any further notice have the absolute right to cease to provide Services whereupon this Agreement shall terminate absolutely, and Prokill's obligations contained hereunder shall cease but without prejudice to the liabilities of the you to Prokill.

4.4. Prokill reserves the right to charge interest on outstanding monies from the due date of payment at a percentage of 3% above HSBC's bank base rate, at the date of invoice.

4.5. The first payment for Services under section 1, 2 and 3 of the Service Agreement is due on or before commencement of the Services and subsequent payments each quarter in advance.

4.6. Payment for the Services set out in section 4 of the Service Agreement is due on completion of the first treatment or on completion of the Job if only one treatment is specified.

4.7. On the anniversary date of the Agreement there will be an increase in the cost of the Service, but only to compensate for rising operational costs.

5. OBLIGATIONS RELATING TO RENTED EQUIPMENT

The following conditions do not apply to maintenance-only agreements for equipment owned by you. All references in this paragraph and in paragraph 6 (Removal of Rented Equipment) shall mean equipment rented by Prokill to you.

5.1. As part of the Service Prokill will conduct any repairs that are necessary to keep the equipment in good working order provided that you are not in default of any of your obligations under these terms and conditions, and that such repairs are not needed as a result of wilful damage, negligence, mishandling, tampering or any unauthorized repairs by you or your employees, or agents.

5.2. You:

5.2.1. shall not sell, pass on possession of, pledge or otherwise dispose of any equipment owned by Prokill. You will have no interest in the equipment supplied as part of these Services and shall take no action inconsistent with Prokill's ownership of the equipment;

5.2.2. shall insure against death or injury to any persons for loss or damage to property as a result of your default or negligence;.

5.2.3. shall without delay, notify any third party claiming possession of the equipment detailed under this Agreement that it belongs to Prokill;
5.2.4. shall comply with all statutory and safety requirements relating to the correct use of the equipment;
5.2.5. shall notify us without delay of any damage, destruction or loss to or of any equipment; and
5.2.6. shall not at any time permit any equipment to be removed, cleaned or repaired or maintained other than by Prokill or its authorized representative.

6. REMOVAL OF RENTED EQUIPMENT

6.1. You will allow any person authorized by Prokill to enter any premises owned or occupied by you at all reasonable times to inspect the equipment.
6.2. In the event of termination of this Agreement Prokill is prevented or unable to repossess its property, Prokill shall be entitled to charge you with the full replacement cost of the equipment which has not been recovered, any and all such charges will become immediately payable and subject to conditions set out in paragraph 4.
6.3. Prokill will exercise all reasonable care in removing the equipment from your premises but Prokill will not be responsible for restoring walls and services or for putting the premises to their original state. Prokill also reserve the right to charge fees based on its hourly rate at the time of removal.
6.4. You are responsible for any damage to the equipment (other than that which is a direct result of our negligence) whilst it is on your premises. Prokill will be entitled to charge you with the full repair or replacement cost of any damaged equipment, such charges being payable without delay.

7. LIABILITY – YOU MUST PAY CAREFUL ATTENTION TO THIS PARAGRAPH

7.1. Nothing in this Agreement affects your statutory rights as a consumer.
7.2. Subject to paragraph 7.1, all representations, warranties, guarantees and conditions express or implied, statutory or otherwise are expressly excluded.
7.3. Nothing in this Agreement, shall exclude Prokill's liability for:
7.3.1. personal injury or death which is a direct result of Prokill's negligence in the course of carrying out the Service;
7.3.2. fraud or fraudulent misrepresentation;
7.3.3. any other act or omission which cannot be excluded or limited under any applicable law.
7.4. Prokill shall have no liability for any:
7.4.1. indirect, economic or consequential losses howsoever caused including without limitation loss of profit (whether direct or indirect), loss of business, loss of goodwill, the cost of any product recall, loss of use and loss or corruption of data or information;
7.4.2. loss, damage or expenses arising from any claims by a third party that may be made against you.; or
7.4.3. loss, damage or expense arising from a failure by you to comply with your obligations under this Agreement.
7.5. Subject to paragraphs 7.1, 7.3 and 7.4, Prokill will only accept liability that arises as a result of Prokill's performance of the Services and which is for:
7.5.1. replacement or, at Prokill's option, repair of equipment or components comprised therein, which are defective or unsuitable for the purpose due to faulty workmanship, design or materials.
7.5.2. physical damage to property which is the direct result of Prokill's negligence in carrying out its Services;
7.5.3. failure to provide the Services in accordance with these terms and conditions

provided that Prokill's total liability under this paragraph 7 and under this Agreement shall not be more than £20,000 in the aggregate.
7.6. You shall not be entitled to make any claim against Prokill or its employees or representatives unless you give Prokill written notice of the event giving rise to such a claim, containing sufficient information for it to be identified and investigated by Prokill or its authorized representative within 28 days of the date on which you become or it is reasonable for you to have become aware of the occurrence of such an event.

8. SERVICE GUARANTEE

8.1. All pesticides used by Prokill are approved under the Control of Pesticides Regulations and have been assessed for any hazard under C.O.S.H.H. (Information on request). You are covered by our Unique Service Promise, which means if we do not deliver the minimum contracted annual visits, we will refund 100% of that years' Service Agreement subject to payment terms being met.

9. GENERAL

9.1. If Prokill is prevented or delayed in the performance of any of its obligations under this Agreement by circumstances beyond its reasonable control, then Prokill or its authorized representatives shall be excused the performance or the punctual performance of the Services as the case may be, for so long as such cause of prevention or delay shall continue.
9.2. You shall take all reasonable steps to ensure that advice and instructions given by Prokill or its representatives to protect the health and safety of persons using the premises during and after the provision of the Services are followed.
9.3. Any notices to be given by Prokill to you under this Agreement shall be in writing and shall be delivered by hand or registered post to the your address set out on the service agreement (or any other address you notify to Prokill in writing).
9.4. You may not assign this Agreement without Prokill's prior written consent.
9.5. No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms and conditions) unless it is confirmed in writing by the authorized officer of Prokill.
9.6. If any term or provision in this Agreement is or shall become in whole or part illegal , invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected or impaired thereby.
9.7. If you are a business, you shall not be entitled to rely on or to seek to rely on any statement, warranty or representation made by us to the extent that such representation is inconsistent with these general terms and conditions, nor any advice or recommendations given by us or on our behalf as to the supply of Services unless confirmed in writing by our managing director.
9.8. You shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counterclaim you may have or alleges to have against Prokill or its associated companies or otherwise which is not related to the Service.
9.9. In performing it's obligations under the agreement, the supplier shall comply with all applicable anti-slavery and human trafficking laws, from time to time in force including the Modern Slavery Act 2015. The supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking.
9.10. The parties shall comply with laws relating to this agreement and the services, including the UK Bribery Act 2010. 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.
9.11. A person who is not a party to this Agreement has no rights under the contracts (Rights of Third Parties Act) to enforce any term of this Agreement. This Agreement shall constitute the entire Agreement between us.
9.12. This Agreement shall be governed by and be interpreted according to the laws of England and the parties agree to the exclusive jurisdiction of the English Courts.

10. MODEL CANCELLATION FORM

10.1 Complete and return this form only if you wish to withdraw from the Agreement to supply the Services (including Jobs) within the Cooling off Period under paragraph 3.

Send to: Prokill [**Compass House, Manor Royal, Crawley, RH10 9PY**]
Email: pkukaccounts@prokill.co.uk

I hereby give notice that I wish to cancel the agreement for the supply of Services.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s)
(only if this form is notified by post or hand).

Date