



## OUR TERMS AND CONDITIONS

### **1. SCOPE OF SERVICES**

- We will provide pest control services as detailed in the Service Agreement, which may include inspections, treatments, and monitoring for specified pests (e.g., ants, rodents, cockroaches).
- Services aim to control, not necessarily eradicate, pests due to factors such as re-infestation from neighboring areas or environmental conditions.
- Specific pests covered (e.g., general pests, termites) and excluded pests (e.g., wood-destroying organisms, bed bugs) will be listed in the Service Agreement.
- Services will be performed at agreed intervals (e.g., monthly, quarterly) by licensed professionals using products compliant with local regulations.

### **2. CLIENT RESPONSIBILITIES**

- You must provide full access to the Premises, including securing animals, unlocking gates, and preparing areas as instructed (e.g., clearing kitchen cupboards, staying out of treated areas for a specified time).
- You agree to address conditions contributing to pest issues (e.g., sanitation, structural repairs) as recommended by us. Failure to do so may void warranties or incur additional charges.
- You must notify us of any pre-existing conditions, infestations, or sensitivities to chemicals at least 48 hours before service.

### **3. PAYMENT TERMS**

- You agree to pay invoices upon receipt or as specified in the Service Agreement. Late payments may incur a service charge (e.g., 2% per month) and collection costs, including reasonable legal fees.
- A valid credit card may be required on file for recurring services, with your authorization for automatic charges.
- One-time services typically range from \$30–\$150, while quarterly services average \$100–\$300, depending on property size and infestation severity.

### **4. WARRANTIES & GUARANTEES**

- We warrant that Services will be performed with reasonable care and skill, using products compliant with statutory requirements and industry standards.
- If pests return within the warranty period (e.g., 90 days), we will re-treat affected areas at no additional cost, provided you comply with this agreement.
- No guarantee is made for complete pest elimination due to factors beyond our control (e.g., pest resistance, neighboring infestations).

#### **5. LIMITATION OF LIABILITY**

- We are not liable for pre-existing or future damage to the Premises or contents caused by pests, nor for personal injury (e.g., bites, stings) unless due to our gross negligence.
- Our liability is limited to the amount paid for the specific service giving rise to a claim or a set amount (e.g., \$500), whichever is lesser.
- We are not liable for consequential or indirect losses, including loss of income, business, profits, or data.
- We are not responsible for damage to lawns, plants, or structures unless caused by our negligence, with claims reported in writing within 7 days.

#### **6. TERMINATION**

- Either party may terminate this agreement after the initial term (e.g., 90 days) with 30 days' written notice.
- We may terminate immediately if you fail to pay or breach other obligations, with you liable for 50% of remaining contract fees plus overdue amounts.
- You may cancel within 3 business days of signing without penalty, if notified in writing.
- Early termination may incur fees as outlined in the Service Agreement.

#### **7. INSURANCE AND LICENSING**

- We maintain general liability and workers' compensation insurance, with details available upon request.
- Our technicians are licensed and certified by PCPB to perform pest control services.

#### **8. CONFIDENTIALITY**

- Any non-public information shared (e.g., customer lists, service plans) is confidential and may not be disclosed without written consent.
- Upon request, you must return or destroy confidential materials provided by us.

#### **9. ENTIRE AGREEMENT**

- This document, along with the Service Agreement, constitutes the entire agreement between the parties, superseding all prior oral or written statements.
- Amendments must be in writing and signed by both parties.

#### 10. ACCEPTANCE

By signing the Service Agreement or accepting our Services, you agree to these terms and conditions. You warrant that you are at least 18 years old, legally capable of entering contracts, and a resident of **THE REPUBLIC OF KENYA**.

