

SDK Environmental Limited trading as Dial A Pest

Domestic Pest Control Treatments

Standard Terms and Conditions of Service

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply pest treatments (the "Services") listed on our website www.sdke.co.uk & www.dialapest.co.uk (our "site") 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 We operate the website www.sdke.co.uk & www.dialapest.co.uk. We are SDK (Environmental) Limited (trading as Dial A Pest), a company registered in England and Wales under company number 03988788 and with our registered office at Sigma House, Oak View Close, Edginswell Park, Torquay, Devon TQ2 7FF and throughout these terms and conditions "we", "us" and "our" shall refer to SDK and, where appropriate, its employees, agents and consultants. Our main trading address is Unit 9 The Business Village, Wexham Road, Slough SL2 5HF. Our VAT number is 388 9661 74. You can also contact us on 03444 828 321 or at support@sdkenvironmental.com.
- 1.2 We are a member of the British Pest Control Association and comply with their Code of Conduct, which can be found at www.bpca.org.uk or by calling 01332 294288. We are also a member of the Campaign for Responsible Rodenticide Use, whose Code of Practice is at www.thinkwildlife.org.
- 1.3 Our site is only intended for use by people resident in the United Kingdom. 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, over the telephone or by other means), you warrant that you are legally capable of entering into binding contracts, you are at least 18 years old and you are resident in, and accessing our site from, the United Kingdom.
- 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 e-mail 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 which may have been part of your order until it has been confirmed in a separate Confirmation.
- 3.3 For the purpose of these terms, the "Relevant Pests" shall be whichever pests are referred to in the Confirmation. These terms, including those set out in the Schedule hereto, shall apply to the Contract.
- 3.4 In order for us to confirm a booking, we may require evidence that you are an owner occupier or tenant of the property, living in a single-family occupancy property. If you are a landlord renting out the property, you will be subject to our commercial terms and commercial rates. If you are a tenant in a multiple occupancy property, the booking must be made by the landlord for legal and safety reasons, under our commercial terms.

4 Fees and payment

- 4.1 The fee for the Service includes VAT and will be as quoted either on our website or the website of the Council we represent (as applicable) from time to time, except in cases of obvious error. They may change at any time but, subject to clause 4.2, fee changes will not affect orders for which we have already sent you a Confirmation.
- 4.2 Our fees may vary on a geographical basis and may be subject to any adjustment in accordance with these terms due to circumstances that we were unaware of at the time of booking.
- 4.3 There is a £7 administration fee for bookings confirmed by post, due to the need to print and post a lot of information. If you provide a valid e-mail address, we will confirm bookings this way instead at no extra cost.
- 4.4 Payment for all Services may be made by credit or debit card when the booking is made or in cash when our technician arrives on site before treatment commences. Unfortunately we no longer accept payment by cheque.

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5 Council discounts

- 5.1 Some Councils provide for discounts or free pest treatments for certain pests, subject to the resident being in receipt of approved qualifying benefits or a state pension.
- 5.2 Qualifying criteria, where this is offered, vary by Council and often apply only to certain pests. You will need to check whether you satisfy the relevant criteria. Often the information is available on the Council's website.
- 5.3 Usually the Council requires proof of entitlement before a booking can be made. You can either:
- 5.3.1 e-mail the necessary supporting information to support@sdkenvironmental.com or post this to Discounts, SDK Environmental Ltd, Unit 9 The Business Village, Wexham Road, Slough SL2 5HF and on receipt of this we will re-contact you to book your treatment with us; or
 - 5.3.2 elect to pay the full treatment fee and, subject to us receiving satisfactory supporting evidence with 14 days, the required discount will be refunded to you. If you do not meet the required qualification criteria within the 14 day submission period, no refund can be made.
- We cannot make a booking until the requisite information and evidence has been received and accepted by us under clause 5.3.1 or the fee has been paid under clause 5.3.2.
- 5.4 We will need your name, address, postcode, telephone number, e-mail address and details of the qualifying benefit or state pension you are receiving, as well as evidence of this and a copy of a recent utility bill or rent book to confirm your address.

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 £35 including VAT (whether you have paid in advance or not) to cover our costs of the booking plus a reasonable administrative fee.
- 6.2 If you are contracting as a consumer (as defined in the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended from time to time) 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 and, in any case, within 30 days of the day you gave us notice of cancellation. If you do wish to cancel the booking, please complete the cancellation form found at the back of these terms and conditions, or use the contact details noted on it.
- 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 work, we will charge you 75% 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 the rare circumstances 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 technician was running late as 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 receive a 50% discount; or
 - 6.5.2 cancel our Service and obtain a full refund of any pre-paid fees.
- 6.6 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 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 out charge of £35 will apply. If this happens again, we will charge you the £35 again the second time but if it happens a third time, you will be charged the full fee.
- 6.8 **If you are required under the Schedule 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 Contract 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.**

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- 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 from contamination by application of insecticides;
 - 6.9.2 un-boarded lofts which are deemed unsafe to negotiate;
 - 6.9.3 uncovered water tanks near the habitat;
 - 6.9.4 habitat located in chimney;
 - 6.9.5 habitat entrance located on high roofs with no loft access that require multi stage ladders;
 - 6.9.6 sites which cannot be safely treated by our technician, such as power lines close by or 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 any 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 employee on the nature of the hazard and the precautions to be observed.
- 7.4 You 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 Schedule, our Service is to attend your house, inspect the relevant area and, if we confirm that the 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, which will constitute a chargeable treatment, but we will not use toxic products.
- 8.2 On arrival at your house, 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 or under your stewardship, and which have free access, you hereby give us permission to enter onto 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 or can be obtained from our company web site www.sdke.co.uk. & www.dialapest.co.uk. It is a requirement of the Health and Safety at Work etc Act 1974 and the Control of Pesticides Regulations 1986 that the customer undertakes to read this information, to comply with it, and to keep the information on their premises for ready reference in case of any accident or emergency. You hereby agree to this.
- 8.4 Please note that carrying out the Service may not eradicate the Relevant Pests.

9 LIMITATION OF OUR LIABILITY - PLEASE READ:

- 9.1 Subject to clause 9.4, 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 Subject to clause 9.4, we will 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 into the following categories: loss of income or revenue, loss of business, loss of opportunity, loss of profits, loss of anticipated savings loss of data or waste of management or office time. However, this clause 9.2 will not prevent claims for loss of or damage to your tangible property that is foreseeable and due to our negligence.
- 9.3 If we believe that it would 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.
- 9.4 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other matter for which it would be illegal for us to exclude, limit or attempt to exclude or limit our liability.

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9.5 We will not accept any liability for any suggestions made by our technicians about reducing the risk of the pests coming back.

10 Working for Councils

10.1 We provide some pest control services by referral as a Council's preferred contractor (where you contract directly with us) and some as a subcontractor for a Council. Where we collect fees on behalf of a Council, or you pay fees to them directly, your treatment contract is with the Council and not us.

10.2 In all cases where we provide you with a service on behalf of a Council, we are required to do so in accordance with a Council pre-determined specification they have determined and we have no powers to waive or vary this. We may need to pass any negative feedback or complaint to your Council for them to respond to you directly, if this relates to their offered service standard and we have met this.

11 Your Personal Data

11.1 SDK (Environmental) Limited of Sigma House, Oak View Close, Edginswell Park, Torquay, Devon TQ2 7FF is the data controller under the General Data Protection Regulation ("GDPR") in relation to personal data we hold about our customers.

11.2 When you book our services, we will ask for your name, contact details and address of the relevant premises. We will use these for our legitimate interests in booking administration and confirmation, order fulfilment, billing, payment, delivery, after-care services and complaints and to comply with our contract with you. When we visit the property, we may take photographs inside and outside for our legitimate interests in identifying proofing issues, the 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.

11.3 More information about what we do with your data and why, who we might transfer it to, whether it stays in the EU and how long we keep it, together with information about your rights under the GDPR are contained in our Privacy Policy, which can be found at www.sdke.co.uk and www.dialapest.co.uk.

11.4 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.

11.5 If we are acting on behalf of a Council, housing association or other body or company, we may have to disclose to them any information we hold about you or your property, as we act as a "data processor" for them.

11.6 If you become aware of any inaccurate personal data we hold, please contact us so that this may be corrected. Similarly, if you wish us to use any of your other rights under the GDPR, please let us know.

11.7 Please address any questions, comments and requests regarding our data processing practices to us at Sigma House, Oak View Close, Edginswell Park, Torquay, Devon TQ2 7FF or tellus@sdkenvironmental.com.

12 Feedback / Complaints

12.1 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 customer services by our preferred communication method of e-mail to tellus@sdkenvironmental.com. You can also call us on 03444 828 321.

12.2 If you are unsatisfied with the response or do not feel that an adequate solution has been obtained and wish to complain, please write to us at SDK (Environmental) Limited, Unit 9 The Business Village, Wexham Road, Slough SL2 5HF or e-mail tellus@sdkenvironmental.com. 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 will be explained to you, where feasible within 10 working days of receipt of the complaint.

12.3 If you do not believe that the outcome is satisfactory, please ask for it to be referred to a director.

12.4 You may also refer a complaint to Trading Standards (www.tradingstandards.gov.uk), the British Pest Control Association (www.bPCA.org.uk) or the relevant local authority, but we recommend that this is only done once you have exhausted the above process with us first.

13 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

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14 Notices

All notices given by you to us must be sent to SDK (Environmental) Limited at Sigma House, Oak View Close, Edginswell Park, Torquay, Devon TQ2 7FF or support@sdkenvironmental.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15 Transfer of rights and obligations

The Contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our 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, at any time during the term of the Contract.

16 Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

17 Severability

If any of these terms or any provision of the Contract is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18 Entire agreement

- 18.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of the Contract.
- 18.2 We each acknowledge that, in entering into the Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this Agreement will be for breach of contract.
- 18.3 Nothing in this clause limits or excludes any liability for fraud.

19 Law and jurisdiction

Contracts for the purchase of the Service through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Subject to clause 12.4, any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

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Pest Control Treatment Cancellation Form

in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Important Notice to Consumers : Your Right to Cancel

You have until we complete the treatment, or (if sooner) 14 days from receipt of the booking confirmation, to cancel our service. However you will only receive a full refund if you cancel before treatment begins. Please see our terms and conditions for more information

We will accept your cancellation request by telephone if you wish, however you may communicate with us more formally if you prefer by completing and returning this form.

- Telephone (Basic Rate, Mobile Friendly) : **03444 828 321**
- E-mail this form back to us at : support@sdkenvironmental.com
- Complete and Fax this form to us : **03444 828 340**
- Complete and Post the form to us : Freepost RTZS-ZHHK-CJEY
SDK Environmental Ltd,
Slough Campus
Unit 9 The Business Village
Wexham Road
Slough SL2 5HF

I/We hereby give notice that I/We cancel my/our contract of sale for the supply of a pest control treatment :

Date Ordered	
SDK Reference No (if known)	
Name of Consumer(s)	
Address of Consumer(s)	
Signature or alternatively type in Name of Consumer(s)	
Date	

