**Service Covered:**

**SERVICE CONTRACT**

|  |  |  |
| --- | --- | --- |
| ***BOOKING/CONTRACT NUMBER –* {contractNo}**  ***BOOKING/CONTRACT DATE-*** {date} | | |
| **Billing Address** |  | **Shipping Address** |
|  | |

|  |  |
| --- | --- |
| ***Customer Name*: {billToName}**  ***Invoice Address:***  {billToAddress},{billToCity}-{billToPincode} | ***Service Address:***  {shipToAddress},{shipToCity}-{shipToPincode} |

***Contact Person:*** {contactName}

***Contact Number***: {contactNumber}

***Email Id:-*** {contactEmail}

**Contract Period**

***START DATE* : {startDate}**

***END DATE* : {endDate}**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Service** | **Service Frequency** | **Area** | **Premises Under Contract** |
| {FOR serv in services} | | | |
| {INS $serv.name} | {INS $serv.frequency} | {INS  $serv.area} | {INS $serv.location} |
| { END-FOR serv } | | | |

|  |
| --- |
| **Payment Terms: { billingFrequency }** |
| **Contract Is Subject To Advance Payment Violation Of Payment Term Will Be Violation Of Contract** |
| **\*There No Warranty Or Guarantee For Single Services** |

Mode of Payment: All Payments to be made in favor of “PEST MANAGEMENT & SERVICES” only. The customer is liable to pay bank charges arising as a result of bounced cheque and charges will be accepted in cash only.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Name: {billToName}** | **Employee Name: {sales}** | | **Date: {date}** | **Employee Code:** | | **Customer Signature:** | **Signed for PMS:** | |

**Customer Care: 1800 2677 039** [**solution@pestmanagements.in**](mailto:solution@pestmanagements.in)

**SERVICE AGREEMENT**

1. **GENERAL OBLIGATIONS**
   1. “We”, “us’ or our in this agreement refers to Pest Management & Services, its employees and subcontractors, If any. 'You' or 'your' refers to whoever is identified as the customer in the Service Order. "Services' means the services that we agree to carry out for you and to which this Service Agreement ('Agreement') will apply. The Services are set out in the Service Order.

1.1You agree that you will:

1. provide access for our employees to carry out the Services at the mutually agreed day and time, and provide safe working conditions for them;
2. provide all facilities at the premises that we may reasonably require to carry out the Services; (c)ensure that the premises where the Services is to be provided is clear of any and all impediments so, you shall be responsible for moving/handling your property if required for proper delivery of Services;
3. fully follow and comp with any recommendations that may be made by our employees particularly in relation to maintenance of good level of hygiene and building integrity for the Services to be effective;
4. permit us to make a charge at a mutually agreed rate for any wasted journeys dye to failure to observe an appointment, unreasonable delays in carrying out the work or cancellations as a result of your failure to allow access, or provide proper instruction, or your failure to implement any recommendations we have made;
5. not disclose to any third party pacing details, chemicals used methodology or any other , information related to the Services unless specifically agreed in writing by us;
6. reimburse us for any injury caused, solely due to your fault, to our staff or loss/damage to our chemicals/equipment/toot as the case maybe;
7. Reimburse to us the actual charges for the tools or equipment that you may have knowingly or unknowingly disposed, damaged or lost.
   1. This Service Agreement will not apply to timbers concealed or inaccessible to visual examination.
   2. We shall visit your premises as per the frequency mentioned in the Service Order. We will do everything we reasonably can to obtain your signature to confirm that we have visited your premises. You must tell us about any complaint you may have in connection with a Services visit no later than ten (10) days after that visit otherwise we will be entitled to assume that you are satisfied with what we have done during that visit.
   3. Reasonable skill and care shall be used by us for performing the Services. We shall use only such chemical, equipment, tools etc. as are approved by the concerned regulatory authorities at the relevant time of Services. All chemicals, equipment, tools used for performing the Services by us would be our property and any intellectual property therein shall also solely belong to us by way of ownership, license or otherwise.

1.6. We undertake no liability for any destruction, damage or loss or other consequences however caused except on account of our gross negligence or willful default in the course of performance of the Services under this Agreement.

# DURATION AND TERMINATION

* 1. Since this Agreement is for a specific task, the relationship herein shall begin on the date mentioned above and continue until the Services have been completed and we have been paid in full.

1. losses that we could not reasonably be expected to have anticipated;
2. Economic or financial loss or damage regardless of whether such loss is because of our negligence or our breach of contract.

4.3 Our liability under this Agreement is for actual and direct damages only caused on account of a reason solely attributable to our gross negligence or willful default, and is restricted to the extent of annual charges paid by you to us.

# ASSIGNMENT

We shall have the right to assign the benefit and the burden of this Service Order together with this Agreement to another company in the same group of companies as us. You shall not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld.

# HEALTH AND SAFETY

* 1. You shall ensure that all advice and instructions we give you for the protection of the health and safety of all on your premises are followed. We shall have the right to refuse performing the Services or any part thereof in the case of a risk identified by our personnel before or during execution of the Services.
  2. You must inform us well in advance of any hazards that we may encounter whilst working at your premises. You shall arrange and be responsible for any electrical work that could be required to execute the Services. You shall ensure that all locations are approachable and accessible by our personnel to provide the Services, in the absence of which any warranty provided will be void.
  3. You shall arrange and keep basic first-aid kits and sufficient provisions for water at the premises where the Services are being performed. In case we require you to keep any specific first-aid medicines of provision, you shall arrange for the same at your own costs and expenses.
  4. We shall not be responsible for failure of the Services or any damage caused as a consequence thereof in the event the instructions given to you are not followed or treated areas are disturbed, washed, painted or unrooted, or a subsequent treatment is conducted by you through any other service provider.

# NOTICES

* 1. Any notice to be given under this agreement shall be in writing. We shall send any letter or notice to you by hand, email or by mail to the address appearing on the Service Order or to such other address as you may tell us in writing from time to time.
  2. Where you want to write to us for any reason (including where you have any complaint about the Services provided to you) you should email to:

[solution@pestmanagements.in](mailto:solution@pestmanagements.in)

# SEVERANCE

If any part of this agreement is found to be illegal, invalid or unenforceable, this shall not affect the remainder of the agreement.

* 1. Upon expiry or termination of this Agreement, you shall allow us to enter your premises at **9. DATA PROTECTION**

reasonable times to remove all units and the installation attachments from your premises that were Where you provide personal information to us you agree that we may use this information to put up as part of the Services. We shall thereafter have no liability, of any nature whatsoever, in the extent legally necessary.

respect of the Services to you or any other party.

* 1. Immediately on termination of this Agreement, you shall forthwith make payment of all outstanding dues and return all data and information of ours that may be in your possession or custody or lying at your premises.
  2. Since this Agreement is for specific Services, if you terminate the Agreement before such Services have been completed, you will pay us upon our written request 100% of the charges for the work completed at the date the Agreement is terminated plus any other irrecoverable costs we have incurred in relation to the Services, e.g. hire costs for access equipment.

# PAYMENTS

* 1. The total charges (which excludes taxes) for the Services is set out in the Services Order
  2. You agree that we shall be entitled to increase the charges on thirty (30) clays prior written notice to you, and you shall be bound by the same, in case our operating costs have increased due to reasons outside our control such as:

1. increases to the cost of fuel, utility services, the cost of necessary capital equipment or arty other materials we use to provide the Services;
2. any change to or the introduction of any tax or levy imposed on its by any government agency or other similar group (but not any tax on our profits); or
3. any statutory increase to our labour costs.
   1. The Services to you shall be suspended' ceased, at our sole discretion, upon overdue of any invoice of ours. We will not be liable for any issues arising thereof or in connection thereto. Such suspension or cessation of Services shall not absolve you from your liability to make payment against any pending invoices along with any applicable interest

# WARRANTY AND LIABILITY

* 1. Should re-infestation occur, damage may be caused but it is specifically acknowledged by you under this Agreement that, we shall not be held responsible for reporting on existing damage or any replacement which may become necessary as a result of the re-infestation of the pest concerned Our responsibility is limited strictly to carrying out the treatment for control of the pest concerned by the approved methods. We do not guarantee or provide any warranty that re-infestation shall not Occur.

# BRIBERY AND CORRUPTION

Each party undertakes that

1. neither it nor any party acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Agreement
2. it shall throughout the course of this Agreement comply with, and take reasonable measures to ensure that any other parties acting on its behalf comply with, all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (Relevant Requirements); c)it has and shall maintain in place throughout the term of this Agreement its own policies

and procedures to ensure compliance with Relevant Requirements and will enforce them where appropriate;

1. it shall immediately report to the other party any offer, request or demand for any undue financial or other advantage of any kind received from the other party or any party acting on its behalf in connection with the performance of this Agreement and
2. unless apparent at the commencement of this Agreement (for example where the customer is a public organization), it shall immediately notify the other party (in writing) if a public

Official becomes its officer or employee or acquires a direct or indirect interest in that party.

# ENTIRE AGREMENT

* 1. This Agreement together with the Service Order sets out the entire agreement between you and us in respect of the Services
  2. ln case a statement or representation made by either party is inconsistent with what is set out In this Agreement, then the concerned party shall not be entitled to rely on any such statement or representation made by the other party.
  3. This Agreement shall prevail over any inconsistent terms Mitch you may include on any enquiry form, order or other document which you have sent to us. This Agreement shall also prevail over any terms which you may include and could be implied by law or trade, custom, practice or a course of dealing between you and us, all of which are hereby expressly excluded.

# 4.2 Under any circumstances, we shall not be liable to you for:

1. loss, damage or expense caused by or arising in connection with resurgence or reoccurrence of any insects, rodents or birds or any other pest in respect of which we provide the Services to you;
2. loss of profit, whether direct or indirect;

©loss of use or business interruption;

**PEST MANAGEMENT & SERVICES**

Patel Estate, Office No. 4, Nagardas Road, Andheri (E), Mumbai - 400 069.