|  |  |
| --- | --- |
|  | **SERVICE CONTRACT** |

|  |
| --- |
| ***BOOKING/CONTRACT NUMBER -* {contractNo}**  ***BILLING AMOUNT*** ***-*** **Rs. {cost}**  ***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}**

**Service Covered:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Service** | **Visit 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:** | |  | **Signed for PMS:** | |

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

* **Terms and conditions**
* **This Agreement is Valid only for one year. The Services that have already lapsed will not be Carry forward after the expiry date of the Contract.**
* GST, is applicable as per the prevailing rate while invoicing and any changes in tax structure as bought in by the Government of India shall be binding on either parties.
* The customer understands that Pest Management & Services (PMS) technicians have instructions not to handle the customer's property to avoid any inadvertent damage. A representative of the customer should be present during the pest management treatment to remove and shift all articles as necessary.
* Pest Management & Services (PMS) does not give any express or implied warranty or assurance on elimination or eradication of the pests in respect whereof this agreement is signed, during the period of this service contract, Pest Management & Services (PMS) shall be obliged to carry out the necessary pest management operation without incurring any liability or obligation for any inconvenience, loss, injury or damage that may be caused to the customer or any occupant of ,or visitor to, to the premises or to any property of any such persons.
* Pest Management & Services (PMS) shall not be liable for any loss, injury or damage to the customer or any occupant or visitor to the premises or to any property of any such persons by reason of or as a consequence of the pest management operations and treatment carried out by Pest Management & Services (PMS) pursuant to this agreement.
* 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 wilful default, and is restricted to the extent of annual charges paid by you to us.
* Ensuring the safety of all valuables in the customer premises is solely the customer's responsibility.
* You shall at your own cost always insure all your properties, materials and other items lying in or installed or used in the premises and keep the insurance valid. You shall not hold us liable in any way in case of loss or damage to the premises due to earthquake, ﬂood, tempest, lightening, violence or any act of war or of other inevitable force or accident
* The customer has understood his/her obligation to ensure that shelter, entry and food are denied to pests as possible and to maintain hygienic conditions in the premises.
* All material(s) and equipment kept by Pest Management & Services (PMS) in customer's premises for carrying out/during service, remains the sole property of Pest Management & Services (PMS) and customer has no right over it/ them whatsoever.
* Pest Management & Services (PMS) shall be relieved of all obligations whatsoever in the event of force majeure or act of God or other events that are unforeseeable and/or beyond its control preventing prompt or part or total fulﬁllment of such obligations. It is however agreed that in such an event the Customer shall immediately make payment towards all arrears in payment.
* All annexures are part and parcel of this proposal.
* Services shall be rendered during working hours, excepting holiday's observed by Pest Management & Services (PMS) and Sundays.
* 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: [solution@pestmanagements.in](javascript:parent.OpenNewWindow('/Mondo/lang/sys/Forms/MAI/compose.aspx?MsgTo=solution%40pestmanagements.in&MsgSubject=&MsgCc=&MsgBcc=&MsgBody=%27,600,500)).
* Where you provide personal information to us you agree that we may use this information to the extent legally necessary.
* You agree and undertake not to solicit any of our employees or engage, appoint or employ any of our staff or employees during the term of this Agreement or within one (1) year thereafter in any manner.
* All disputes and differences of any kind whatever arising between parties hereto in respect of this Contract shall be referred to arbitration to be conducted by a sole arbitrator appointed by us, the venue of which shall be the city in which this Contract is executed. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996(“Act”). The award of arbitrator shall be ﬁnal and binding on the parties. It is speciﬁcally agreed that the arbitration shall be conducted in English and in accordance with the fast track procedure as per Section 29-B of the Act. The cost of arbitration shall be borne by both parties in equal proportion.
* This Contract (including these General Terms and Conditions) shall be governed by and be interpreted according to the laws of India. Subject to the dispute resolution provision above, both parties agree to submit to the exclusive jurisdiction of the courts at the city in which this Contract is executed.
* This Contract together with these General Terms and Conditions are subject to the Anti-Bribery Regulations and Code of Conduct as set forth at Pest Management & Services (PMS)

You acknowledge that you have read, understood and agreed to the terms and conditions in this Agreement together with the Service Order, and annexures, if any, provided to you upon the 100% advance transfer of funds to our account.