

# Lancaster City Council ad-hoc pest control treatment terms and conditions

Treatment is carried out subject to the following conditions. These explain the service we provide and what should be done to assist us to deliver our service effectively.

## **Service and payment**

1. Lancaster City Council (the Council) contracts to undertake pest control investigation and/or treatment at the prices stated on the fee & charges web page.
2. In all cases the charge includes a maximum of five visits (initial treatment and four revisits) to your property. Once this is exceeded a further booking must be made.
3. If pest activity reoccurs within one month of treatment being completed and you have not already received five visits, we will return without further charge to continue treatment up to the maximum of five visits listed above.
4. Our aim is to control pest activity and we make no guarantees about full elimination.
5. Payment for domestic fixed price treatments must be made at the time of booking.
6. Payment can be made with a credit or debit card when booking by telephone or online.
7. Qualification for the benefit reduction rate includes domestic tenants who are in receipt of housing benefit or the housing costs element of universal credit. Evidence must be provided before qualifying for this reduced rate.
8. In some cases, the price is made up of two parts: a call-out fee and an investigation and/or treatment fee. The call out fee is non-refundable unless for the reasons stated under the section *cancellations and missed appointments*.
9. If you make a residential booking for a commercial property, we will not carry out any treatment and no refund will be given. If you want us to treat the property you will need to book again under the commercial option and pay the commercial charge in full. If you are a landlord making a booking for a property you do not live in you must make a commercial booking.
10. We reserve the right to refuse or withdraw our service at any time if we suspect that there has been a breach of any health, safety, or environmental guidance or if you fail to act in response to a written request from us. No refund will be made in these cases.
11. We reserve the right to charge for any missing or damaged bait boxes, traps, or similar equipment listed on the treatment report. This charge may also apply if we are unable to recover this equipment from you.
12. The Council does not accept any liability for loss, damage, or injury to any domestic animals, birds, goods, or equipment unless the loss, damage, or injury was occasioned by negligence of the Council or its employees.

### **Our responsibilities**

The Council will always strive to ensure that:

13. All treatments are undertaken in accordance with industry best practice.
14. Customers are provided with prompt and courteous service delivery. It is our aim to contact you within 5 working days to discuss treatment.
15. Any equipment used during the treatment/work remains the property of the Council. Upon completion of the treatment, we will remove any unused poison and our equipment.
16. Where it is suspected that an infestation is being caused by a defect in the building structure or by actions/activities at the property, you will be advised and written recommendations will be given.
17. We do not routinely remove treated wasp nests and will only do so where it is practicable for us to do so. We reserve the right to refuse removal.
18. We will only remove dead rodents where it is practicable for us to do so. We reserve the right to refuse removal.
19. Complaints are dealt with swiftly and satisfactorily and in accordance with Council's complaints policy.

### **Your responsibilities**

20. Keep children, livestock, and pets away from pesticides, baits, and traps.
21. Do not disturb or otherwise interfere with pesticides, baits, or traps.
22. Advise us immediately of any interference with pesticides, baits, or traps, and/or where you suspect that there is a risk to persons, animals, or the environment from our treatment.
23. Carry out any pre-treatment requirements for fleas and bedbugs. Failure to do so may result in refusal to treat without refund.
24. Carry out the recommendations/advice made by our pest control officers following treatment of your premises as detailed in customer report provided at time of visit. Failure to follow advice will result in termination of treatment and no refund will be given.
25. Respond to technicians phone calls or letters within five working days where they contact you to arrange appointments. Failure to respond will result in the treatment being cancelled and no refund given.
26. Keep appointments with us or tell us at least one clear working day in advance if you are unable to keep an appointment; failure to do this may result in an additional charge to re-book.
27. If structural components of your house (or grounds) or any contents need to be moved to enable treatment, this is the responsibility of the householder. If the person present

cannot do this, the pest controller will use their discretion about whether it is appropriate for them to move the item. By making a booking and therefore accepting these terms and conditions relinquish the Council's responsibility for any accidental damages.

### **Cancellations and missed appointments**

28. If you cancel the booking with more than one clear working days' notice of the first appointment, we will refund the investigation/treatment fee and the call-out fee.
29. If you cancel the booking with less than one clear working days' notice of the first appointment, we will refund the investigation/treatment fee only.
30. If you miss your appointment or reschedule with less than one clear working days' notice of the appointment, we reserve the right to cancel treatment and no refund will be given.
31. Even where work has already started, you have the right to cancel the contract for treatment/investigation within 14 days of booking. If you decide to cancel after treatment has commenced, you will be asked to pay for any work which has already been undertaken and the retrieval of any materials and equipment. Note that treatment for rats and mice is subsidised by the Council. This means the fee only covers the first visit, and no refunds will be issued once that initial appointment has taken place.