

# TERMS OF USE

## Important Notice

This is the website of Homepro Pest Control (hereinafter referred to as HPPC), of 64 Bwlch y Gwynt, Llanelli SA15 2AQ, a business that provides pest control and environmental services.

We will do our best to answer accurately queries e-mailed to us by you but in our sole discretion, reserve the right not to answer such queries. Such queries and answers do not form a contractual relationship between us and HPPC accepts no contractual responsibility for our responses.

This website contains general information and the content is for information purposes only. It does not constitute specific professional advice on any matter nor should it be used as such. Whilst HPPC uses every effort to ensure that the content is accurate and up to date, nothing on this website should be construed as professional advice. We cannot accept responsibility for actions based on the materials contained herein.

By using this website, you confirm that you have not relied on any such content. If you require advice on any specific problem, please contact one of our partners before taking any action as a result of the comments made on this site.

## Internet Trading and Conditions

By using the HPPC website (“website”) you agree to be bound by the terms of use and if you acquire services using the website you agree to be bound by the terms and conditions of the provision of those services, unless otherwise agreed in writing.

## Terms of Use

This agreement by which you agree to abide in exploring and accessing information from this website governs the terms upon which you are granted access to this website by HPPC. This website contains proprietary notices and copyright information, the terms of which the you agree to observe and follow.

You assume full responsibility for the protection of your computer system including computer hardware and software, stored data on your computer system and the stored data and computer systems included hardware and software of third parties who may access or be otherwise connected to your computer systems.

You will assume the responsibility of ensuring that programmes or other data downloaded or otherwise received from this website are free from Viruses, Worms, Trojan horses or other items of a destructive nature.

## Data Security and GDPR (UK)

HPPC will take reasonable steps to ensure that data transported electronically to us via the website or otherwise and stored by HPPC or otherwise is not accessed by third parties.

You accept the risk that data transmitted electronically to HPPC via this website or otherwise may be intercepted before reaching HPPC, or accessed from HPPC data storage means by third parties’ unauthorised by HPPC, and may be exploited unlawfully by such unauthorised third parties’. HPPC does not assume responsibility for guarding against the access of such unauthorised third parties’. We do not store credit or debit card details on our site.

# **GDPR Data Retention Statement (UK)**

## **Data Retention Policy**

We only retain personal data for as long as necessary to fulfil the purposes for which it was collected, including legal, contractual, accounting, and regulatory requirements, in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## **What Data We Collect**

We may hold the following personal data:

Names, addresses, telephone numbers, e-mail addresses, service records and invoices and communication records (e-mails, text messages)

## **Your Rights**

Under UK GDPR, individuals have the right to:

Access their personal data, Request correction of inaccurate data, Request erasure where applicable, Object to processing, Withdraw consent at any time

Requests relating to personal data can be made by contacting us directly.

## **Payment and invoice Queries**

Should you have any queries or complaints about invoicing please call us or email us immediately and we will aim to resolve the issue as soon as possible.

## **Exclusion of Liability(Commercial contracts)**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. If you are a business user we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site or use of or reliance on any content displayed on our site. In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; data loss; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

In no circumstances will HPPC be liable to you for any direct, indirect, consequential, special or other damage howsoever resulting from the use of this website or any other website connecting to the website by means of a hypertext link or otherwise. This shall be the case whether such damage is caused by transmission from this website (or a connected website you're your computer system, or viruses, worms, Trojan horses or other destructive items, corrupted data or data incompatible with your computer system, or third parties', interception of or access to data of whatever nature. "Data" includes (without limitation) personal data and credit and payment card information transmitted by you electronically to HPPC or otherwise. Such damage shall include (without limitation) lost profits, interruption to business, loss of the whole or any part of a program or programs, or of any data howsoever stored, whether saved on a computer system or otherwise.

## **Copyright**

The copyright in this website belongs absolutely to HPPC. You have permission to download the contents of this website to your local hard drive for your personal use. You also have permission to

copy the content to an individual third party for their personal use provided that you acknowledge the source of the material as being this website and you inform the third party that they are bound by HPPC terms and conditions.

## **Free Call Out / “Survey”**

Between the hours of 9am to 5pm, Monday to Friday (excluding bank holidays), subject to availability of technicians, we do not charge to attend your property to carry out a “pre-service” inspection or quote. However, outside of these hours and during busy periods we reserve the right to charge for such call outs. Any fees applicable will be stated and agreed before attending your property.

## **Equipment**

Any equipment, poisons, baits or pesticides, tools or documentation that is left on the site of any pest control activity remains the property of HPPC unless specifically itemised and paid for. Any items such as the above may not be removed, sold, modified or touched by the client unless specifically authorised. Signing the Job Sheet acknowledges responsibility for the safe-keeping of our equipment.

## **Planning Permission**

In the case of Homepro Pest Control carrying out ‘bird proofing’ work the onus is entirely on the client to ensure that Planning permission is sought where necessary. HPPC will not be held responsible for installations where planning permission is denied and will charge for removal of any installations.

## **Job Sheets and Continuation of Work**

The client is informed that on completion of the initial planned works as agreed, further visits may be made and may need to be paid for. If the client wishes to query this it may be done either by speaking with the technician on site, by telephone or in writing by e-mail at any time prior to the appointment time.

## **Cancellations**

Cancellation within 24 hours of an appointment may incur a charge up to, but not exceeding, the quoted price for the job.

Once a treatment has been agreed, paid for in full and commenced and completed the work is deemed 'complete' and can not be cancelled.

Homepro Pest Control reserve the right to terminate treatments at any time.

## **Questions**

If you, the customer, or your representative, have any questions with regard to our services then we should be contacted either by phone or in writing by email as soon as possible. We would ask that the customer carefully checks the paperwork as completed on site, and contact us if there is a query.

## **Refund Policy**

HPPC will refund, in full, any payments taken by card or other method\* if the transaction is proven to be unauthorised or taken in error.

## **Refunds for unsatisfactory work**

If the customer, has any issue or query in relation to a completed treatment or payment transaction we will endeavour to investigate any problem as soon as is practicable.

Homepro Pest Control will use all reasonable skill, best practice and care in the provision of pest control services. However, due to the biological nature of pests and external contributing factors, no guarantee of complete eradication can be provided.

*Email to [info@homepropestcontrol.co.uk](mailto:info@homepropestcontrol.co.uk) or via post to Homepro Pest Control, 64, Bwlch y Gwynt, Llanelli SA15 2AQ*

## **Applicable Law**

These terms and conditions and the relationship between you and Homepro Pest Control shall be governed by and construed in accordance with the Law of England and Wales and Homepro Pest Control and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales