

ACES Pest Control Terms and Conditions

Introduction

Stobart products ltd trades as ACES pest control.

These terms and conditions govern the services and equipment you obtain from us.

You should read these terms and conditions as they cover important issues such as your responsibilities when using the equipment and limitations of the services provided, rights of privacy and termination. We will update these terms and conditions from time to time.

These terms and conditions replace earlier agreements we have you for services and equipment.

Any changes we make to our terms and conditions we will publish on our web site

www.aucklandpestcontrol.net.nz

Your use of our services or equipment shows your unconditional agreement of our terms and policies. If we review our terms and policies and you continue to use our services and equipment after that date then you show your unconditional agreement to any change in our terms and policies.

Definitions

In these terms: You means you the customer; we and our means ACES Pest Control ; services mean pest control treatments supplied to you; products mean pest control products supplied to you; equipment means the equipment we provide you for pest control treatments either on loan or sold to you.

Services

The pest control treatments provided for you are

- (i) Ant treatments. The aim of these treatments is to provide an Ant free INTERIOR home. Ant treatments do not cover ants from adjoining properties or Ants in the garden. An Ant treatment excludes ant bait. Foliage touching your house or deck voids any warranty. The treatment covers ONLY the species of ant treated at the time.
- (ii) Cockroach treatment. The treatment provided covers the type of cockroach treated at the time of treatment. Foliage touching the house , deck or garage voids any warranty . Customers bringing in infected items after the treatment e.g. fridges or water coolers voids warranty.
- (iii) Fly treatment. Fly generating factors reduce the effectiveness of pest control treatments. Fly generating factors are livestock, pets, rural setting, food manufacture, High temperatures reduce the effectiveness of fly treatments. Significant reduction in flies may require more than one pest control treatment e.g. UV light traps, dry bait stations, mechanical fly traps etc. Flies by their very nature can blow in with the wind through open windows and doors thereby reducing the effectiveness of pest control treatments. Aces do not offer a warranty or money back service for fly treatments.
- (iv) Fruit fly treatments require the customer to use a plumber to unblock blocked drains before treatment commences. As the drains are the breeding ground of the fruit fly, they need to be treated. Treatment may take 3-4 months to be effective.

- (v) Rodent treatment. Aces will make recommendations on how the customer can prevent rodent from further entering their house. These recommendations must be followed or the warranty is void
- (vi) Wasps. Where possible Aces will destroy and remove the Wasp or Bee nest. If it is not possible to remove the nest, Aces will kill all the wasps or bees in the nest. Where the nest is destroyed during the day the wasps may persist for a few days after the treatment date
- (vii) Fleas. It is the customers responsibility to treat their cat or dog with a flea treatment on the day of Aces pest control treatment with a product from their vet. Customers should refrain from vacuuming as much as possible for the two weeks following a treatment. Customers should take as much items off the floor as possible. Customers should hot wash and hot dry their linen on the day of treatment. Also areas that cats or dogs frequent, should either be treated with the chemicals or their sleeping blankets also hot washed and hot dried. Fleas have four stages to their life cycle. The cocoon stage is water proof and hatches out when it is exposed to vibrations. Flea may return temporarily as a result. Aces uses a growth retardant as well as insecticide. The growth retardant takes around two weeks to work. Note Aces does not offer a warranty or money back service with flea treatments.
- (viii) Indian Meal moth/maggots treatment. Aces requires customers to discard any infected food. These may include cereals, grains, breads, bread crumbs, chocolate, wheat, pet food. Food packet folds must be inspected for maggots and cocoons and either cleaned or discarded. The area in which food is kept is to be emptied before Aces arrives for the treatment.
- (ix) Bedbug treatments. Mattresses and bed bases are to be exposed before treatment starts. Linen should be hot washed and hot dried on the day of treatment. All luggage and furniture in the infected rooms should stay in the infected room until day of treatment.
- (x) Weevil beetle. Infected food needs to be discarded by the customer.
- (xi) Spider treatment. Cob webs need to be left up for three days following the treatment.
- (xii) Silverfish. Customers should take as many items off the floor as possible. Customers should refrain from vacuuming for as much as possible for two weeks following the treatment.
- (xiii) Restaurants or cafes. Aces can offers a one or three month warranty on services provided to businesses such as cafes and restaurants. Aces offers reasonable 12 month contracts with either 4 or 12 services for such businesses.

Equipment

Equipment supplied to you on loan will be

- (i) Of an acceptable quality
- (ii) Will do everything we say for a reasonable period
- (iii) Will be fit for the purposes of equipment is usually provided

Aces retains ownership of the equipment and the rights to Aces loan equipment we supply to you. You are responsible for any loss, theft or damage (apart from normal wear and tear) you must arrange insurance for the equipment; you must not sell or lease or lend the equipment or otherwise part with the possession of the equipment; you must not use the equipment for any other purpose that the services it is supplied for; and you must not modify the equipment or otherwise interfere with the equipment.

Exceptions and responsibilities

We are not responsible for the failure of the services which occur

As a result of a fault we of anything we have not supplied e.g. power supply, lightning strike

Because you do not follow recommendations given to you by Aces pest control

In the equipment as a result of abuse or more than normal wear and tear

You have removed the treatment placed by Aces e.g. washing windows

The customer brings into to house or business infected goods (e.g. a water cooler infected with German Cockroaches) or food (e.g. sealed packets of rice infected with weevils)post treatment. Further treatment will incur additional charges.

Aces has endeavoured to make the pest control procedure as successful as possible.

You are responsible for

Making a payment to Aces on the day of treatment. Further work will not undertake until payment is received.

Make sure all information given to Aces is correct, addresses, phones numbers e mail etc

Comply with the directions given to you by Aces

Charges

Payment is required on the day of treatment.

Aces quoted are including GST. If accounts are not paid on the day of treatment, Aces reserves the right to charge a collection fee based on the length of time taken for payment.

Should payment be delayed and there is no dispute, Aces will give the customer less than seven days to make payment before referring the debt to debt collecting agency.

Notices and Payment

Invoices are written and then an electronic invoice is sent soon after the treatment is completed.

Invoices can be paid in cash, EFTPOS, Credit Card or bank transfer.

Please contact Aces immediately if you think there is a mistake on your invoice

If accounts are not paid on the day of treatment, Aces reserves the right to charge a collection fee based on the length of time taken for payment.

Should payment be delayed and there is no dispute, Aces will give the customer less than seven days to make payment before referring the debt to debt collecting agency.

Consumer guarantees Act

Aces terms and conditions do not change your rights under the consumers' guarantees act 1993. If you are a business you are not covered by this act.

Our liability

Aces excludes any liability of any kind (contract, tort, equity or otherwise) to you or anyone claiming through you, relating to any loss of profits or revenue, loss of business, or missed opportunities, wasted expenditure, or savings you might have had, or any form of indirect or consequential loss whatsoever arising from your use of Aces services or equipment.

Fair use policy

It is important to Aces that all customers are able to benefit from our services. Aces may rely on our fair use policy

- (i) where Aces has made every effort to provide an effective pest control solution for its customer, but due to circumstances beyond Aces control (e.g. inaccessible part of the building/ room) is no longer bound to provide pest control services
- (ii) where Aces has accesses the area and there is in opinion of aces no longer a pest control issue, is no longer bound to provide further pest control treatment
- (iii) where Aces has accessed the result as being similar to the outcome advised to customer during the initial service report instruction is no longer bound to provide further pest control treatment.

Privacy Policy

Your personal and business information is for Aces use only, and will not disclose this information to third parties including your address, name, e mail address and phones numbers.

Goods and services Tax

Aces charges Goods and Services tax on all goods and services provided my Aces at 15%. Prices are quoted GST inclusive were possible, and in some cases (unusual or multiple jobs) GST exclusive.

Intellectual Property

Aces retain all our intellectual property rights in our services and equipment we provide and the content of our website

Disputes

If you have any issue with us or our services or equipment, please refer the dispute to Aces contact centre on 0800 223 728. If the Aces contact centre is not able to resolve the issue then the matter can be referred to the contact centre manager.