

**All Inclusive OCC**  
**(For -Residential and Commercial Services)**

**1. GENERAL OBLIGATIONS.**

- a) We”, “us” or “our” in this Agreement refers to PCI Pest Control Private Limited, its employees and subcontractors. “You” or “your” refers to whoever is identified in the Service Order as the customer;
- b) “Services” means the pest control 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 and are categorically and independently identified as Residential, Commercial Services;
- c) You shall provide access for our employees to carry out the Services at any reasonable time;
- d) You shall provide all facilities at the premises that we may reasonably require to carry out the Services;
- e) You shall fully follow and comply with all recommendations that may be made by our employees particularly in relation to maintenance of good levels of food and waste hygiene and or maintenance of good level hygiene and building integrity for the Services to be effective.
- f) You shall ensure that the premises where the Service 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;
- g) You shall pay us at our normal hourly rate for any visits or call outs which are required because you have failed to implement any recommendations we have made.
- h) You shall keep all silverware, antiques, precious artefacts, electronic gadgets and any other breakable /valuable articles if any in safe custody.
- i) You shall permit us to make a charge at a mutually agreed rate for any wasted journeys except otherwise when Residential Services are being provided, due 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 he made;
- j) You shall not disclose to any third party pricing details, chemicals used, methodology or any other information related to the Services unless specifically agreed in writing by us;
- k) You shall reimburse us for any injury caused, solely due to your fault, to our staff or loss/damage to our chemicals/equipment/tools, as the case maybe;
- l) You shall reimburse us the actual charges for the tools or equipment that you may have knowingly or unknowingly disposed of, damaged or lost.
- m) 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 and provide the Services only at the next scheduled visit. A complaint made later than ten (10) days after a particular visit may be addressed by us on an additional charge.
- n) We will provide the Services in conformance with this Agreement and with reasonable skill and care. We shall use only such chemicals, 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.
- o) We undertake no liability for any destruction, damage or loss or other consequences however caused except on account of our gross negligence or wilful default in the course of performance of the Services under this Agreement.

## 2. DURATION AND TERMINATION

- a) Applicable only for Commercial services - When the service are being provided to you, the relationship between the parties herein shall begin on the date mentioned above with a lock-in period of initial twelve (12) months wherein either party shall not be able to terminate this Agreement, after the lock-in period, the Services shall be renewed automatically unless terminated as mentioned above. During the renewals, we shall continue to render the Services under the existing terms and conditions as provided in this Agreement, except for the charges which shall be modified as detailed below in Section 3
- b) i) For **Residential Services** - We shall terminate for non-payment of our charges but not unless we have reminded you that you are late paying your invoice.
- ii) For **Commercial Services** - If you terminate the Agreement during the lock-in period; or without notice after the lock-in period; or with less than ninety (90) days notice as prescribed above then, we reserve the right to charge a minimum of one quarter annual contract value, plus 20% of the annual contract value as agreed liquidated damages.
- iii) The provision of Services, the scope and manner of delivery may be reviewed periodically by both parties. Upon such review, if required, the Services may be modified as mutually agreed by both parties.
- iv) Upon expiry or termination of this Agreement, you shall allow us to enter your premises at reasonable times to remove all units and the installation attachments from your premises that were put up as part of the Services if any. We shall thereafter have no liability, of any nature whatsoever, in respect of the Services to you or any other party.
- v) 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.
- vi) Either party may immediately terminate this Agreement (or any of the Services) by giving notice if the other party commits a material breach of any term of this agreement, which is irremediable or (if the breach is remediable) fails to remedy that breach within seven days after being notified in writing to do so, or is declared bankrupt, cannot pay its debts when due or becomes or is declared insolvent.

## 3. PAYMENTS

- a) The total charges (which excludes taxes) for the Services is set out in the Service Order.
- b) You agree that after the first year of providing the Services, for each additional year you shall be liable to pay for such Services at an escalation of 5% annually on each service.
- c) Additionally, we may increase the Charges at any time to reflect any of the following:
- (i) any significant devaluation of currency;
  - (ii) increases to the cost of fuel, waste disposal, utility services, the cost of necessary capital equipment or any other materials we use to provide the products and/ or Services;
  - (iii) any change to or the introduction of any tax or levy imposed on us by any government agency or other similar group (but not any tax on our profits)
  - (iv) any statutory increase to our labour costs.
- d) If we propose to increase the Charges in accordance with clause 3.c above, we shall notify you in writing (a "Notification"), giving details of the proposed increase and the date from which the increase takes effect (the "Revised Charges Date").
- e) If you do not notify us in writing within 14 days of receipt of a Notification that it disputes the proposed increase, the proposed increase shall be deemed to be accepted and the revised Charges shall apply from the Revised Charges Date.

- f) The Services to you shall be suspended / ceased, at our sole discretion, upon overdue of any successive **two (2) invoices of ours**
- g) 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.
- h) The payment as against the invoices shall be made by you within Thirty (30) days from the date of receipt of such invoice.
- i) Where despite any reminder we may have given you, you still do not pay what you owe us, we shall also be entitled to recover from you an interest of **18% per annum** on the overdue amount. Interest will be calculated from the due date for payment until payment is made.
- j) You have hereby given your consent & authorised us for sharing of information as required under Rule 163(1) & (2) of CGST Rules to whom we have issued the invoice, credit notes and debit notes during the said tax periods, and agree that we have the right to share such information with the GSTIN Portal as and when required from time to time.

#### **4. WARRANTY AND LIABILITY**

- a) 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.
- b) We shall not in any circumstances be liable to you for any:
  - i. loss, damage or expense caused by or arising in connection with any insects, rodents or birds or any other pest in respect of which we provide the Services to you;
  - ii. loss of profit, whether direct or indirect;
  - iii. loss of use or business interruption;
  - iv. death or personal injury caused by your negligence, fraud or fraudulent misrepresentations or any other matter to the extent that such exclusion or limitation would be unlawful;
  - v. losses that we could not reasonably be expected to have anticipated;
  - vi. economic or financial loss or damage regardless of whether such loss is because of our negligence or our breach of contract; or
  - vii. incidental, consequential or any such losses or damages arising out of or in connection with the Services under this Contract.
- c) Our liability is for actual and direct damages while performing Commercial and/or Residential Services under this Agreement 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 in case of Commercial Services and last two (2) months' bills paid by you to us in case of Residential Services.

#### **5. ASSIGNMENT**

We shall have the right to assign the benefit and the burden of this Agreement together with the Service Order 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.

#### **6. HEALTH AND SAFETY**

- a) You shall ensure that all advice and instructions we give you for the protection of the

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.

- b) 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.
- c) You shall arrange and keep basic first-aid kits and sufficient provisions for water at the premises where the Services other than that of Residential Services are being performed. In case we require you to keep any specific first-aid medicines or provisions, you shall arrange for the same at your own costs and expenses.
- d) 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.

## **7. NOTICES**

- a) Any notice to be given under this Agreement shall be in writing. We shall send any letter or notice to you by hand or by email to the coordinates appearing overleaf or to such other coordinates as you may tell us in writing from time to time.
- b) 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 [solutions@rentokil-pci.com](mailto:solutions@rentokil-pci.com)

## **8. SEVERANCE**

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

## **9. DATA PROTECTION**

Where you provide personal information to us, you agree that we may use this information to the extent legally necessary and as described in the privacy notice at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

## **10. BRIBERY AND CORRUPTION**

Each party shall::

- a) to the extent applicable, comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the OECD Convention on Bribery, in each case as may be amended from time to time, and any anti-bribery and anti-corruption laws or regulations of any relevant country (collectively, the "Anti-Corruption Laws");
- b) agree that in connection with its activities under this Agreement, neither party nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any person, including but not limited to government officials, in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of that person;
- c) have and maintain, throughout the term of this Agreement, policies and procedures designed to ensure compliance with Anti-Corruption Laws and will implement and enforce those policies and procedures where appropriate;
- d) promptly report to the other party any request or demand for any bribe or other unlawful payment received by the other party in connection with the performance of the Agreement;

- e) immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and
- f) have the right to immediately suspend or terminate this Agreement upon written notice to the other party in the event the other party has engaged in conduct that violates Anti-Corruption Laws or violates this clause of the Agreement.

## **11. MODERN SLAVERY AND HUMAN TRAFFICKING**

Each party shall:

- a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes (including, but not limited to, the UK's Modern Slavery Act 2015), to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws");
- b) represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws;
- c) have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties;
- d) promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and
- e) have the right to terminate the agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

## **12. SANCTIONS**

Each party shall:

- a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority");
- b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority;
- c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List");
- d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions;
- e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures;
- f) promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and
- g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of

Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.

### **13. ENTIRE AGREEMENT**

- a) This Agreement together with the Service Order sets out the entire agreement between you and us in respect of the Services.
- b) In 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.
- c) This Agreement shall prevail over any inconsistent terms which you may include on any enquiry form, order or other document which you have sent to us.
- d) 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.

### **14. GOVERNING LAW AND JURISDICTION**

- a) All disputes and differences of any kind whatsoever arising between parties hereto except otherwise for the services provided to the Residential Premises in respect of this Agreement shall be referred to arbitration to be conducted by a sole arbitrator appointed by us, the venue shall be Mumbai. 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.
- b) This Agreement together with the Service Order 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 in Mumbai.

### **15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- a) All information that may be received or acquired by either party about the other party's functions and activities, including the consideration amount of this Agreement, charges, materials used, techniques or processes adopted, performance or activities at the premises ("Confidential Information"), shall be treated by both parties as strictly confidential.
- b) The parties shall not use, utilize, disclose or otherwise deal with any Confidential Information or share the same with any third party, without the other party's written consent.
- c) We shall remain sole and unconditional owner of all intellectual property rights (as may be applicable) on all materials, mixtures, processes, technics, technologies that might have been used or applied by us while performing the Services.
- d) The parties acknowledge that the unauthorized disclosure of Confidential Information will give rise to irreparable injury which is not capable of adequately compensable in monetary damages Accordingly, in the event of such disclosure, the impacted party shall be entitled to seek injunctive relief against the breach of these provisions, in addition to any other remedies which may be available.

### **16. LAWS AND REGULATIONS**

- a) You shall be responsible for complying with all legal and other statutory formalities that may be required for your own activities and at the premises including those required for availing the Services and we shall not be liable or in any manner responsible for any such breach or violations.
- b) We shall be responsible for and avail ourselves of all registrations, licenses, permissions and other requirements under the applicable laws and regulations for carrying out pest control activities and perform the Services. We shall comply with all legal requirements while administering the Services All other precautionary measure.

#### **17. FORCE MAJEURE**

- a) Except for the payment of charges due under this Agreement or as otherwise provided herein, neither us nor you shall be liable to the other, for any delay, deficiency, failure or breach of performance, of any obligation contained herein caused by any event of Force Majeure which shall include (i) any act of god, such as an earthquakes, floods, rains, lightning, etc. and/or (ii) any incident or happening which is beyond the reasonable control of the party affected by such incident or renders performance of this Agreement impossible. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been corrected.
- b) In case of continuance of the event of such force-majeure beyond a period of thirty (30) days, either party shall be entitled to terminate the Agreement by written notice to the other party.

#### **18. INSURANCE**

When the Services are provided to you;

- a) 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.
- b) We shall insure our employees, property, equipment and materials that we use for providing the Services as mandated by law and regulations.
- c) You shall compensate us for all the additional costs we incur on specific insurance cover you require us to procure in addition to the mandated insurance coverage we have already obtained.

#### **19. NON-SOLICITATION**

- a) 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.