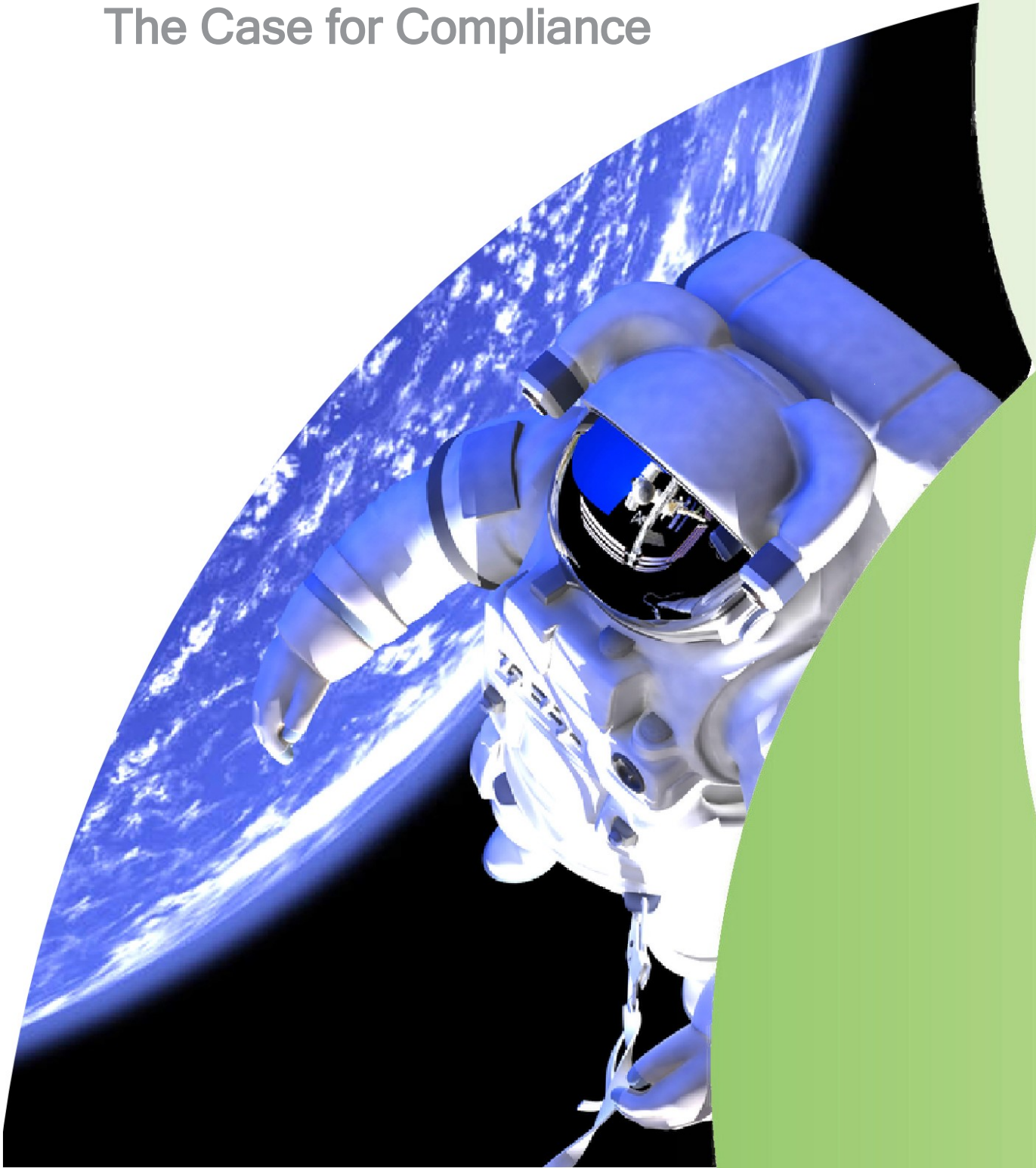


Distance Selling

The Case for Compliance



risk management
CONSISTENCY
COMPLIANCE
adherence
mitigation
regulations

Compliance Confirmation Statement

The Consumer Contracts
(Information, Cancellation
and Additional Charges) Regulations 2013

We would be delighted to share our experience and innovative solutions on this with interested local authorities and partners on how compliance has been achieved for the specialist services we deliver, in that our model may be sufficiently flexible to allow tailoring to meet your own individual needs.

We would wish to notify all interested parties that SDK Environmental Limited also trading as Dial a Pest has completed a full legal and system review on trading practices in relation to compliance with the new regulations given above. These replace The Consumer Protection (Distance Selling) Regulations 2000 for the delivery of services to consumers and commence on 13th June 2014.

Changes have been made where required to ensure that SDK not only meets the minimum requirements but embraces the spirit of the Regulations and its aims in order to provide additional protection for consumers. A Compliance Certificate detailing SDK's amended processes will be available upon request.

It is worthy to note that we have been advised, that where a Client Council or Organisation receives, processes and obtains payment for services from consumers directly, prior to passing case work to SDK, the responsibility to comply with the above regulations rests with that organisation and not with SDK.

We also understand that there is no local government exemption. In such cases, councils may wish to seek their own legal opinion, prior to the introduction date of the new regulations.

Our primary service model to Clients requires "end to end solution delivery" and the cost in terms of legal fees and internal manpower resources expended by SDK in this exercise has been significant.



Diarmid Nairn
Managing Director
23rd May 2014



Trading

Terms and Conditions

Legal Review

In 2011, our solicitors undertook a legal review of our pest control documentation. As a result, we were advised make some changes to our terms and conditions of business, particularly to ensure compliance with the Consumer Protection (Distance Selling) Regulations 2000. More recently, they have re-reviewed our documentation in light of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **Regulations**).

We know that you expect legal compliance as a minimum level of service and we are proud to say that we are fully compliant with the Regulations as well as the legislation listed below.

This information sheet briefly explains some of the changes we have been advised to make, but please let us know if you would like to discuss this further.

Distance Selling Regulations

Pre-Contractual Information

Under the Regulations we must provide our personal customers with certain information before the booking is made. For example, we must explain who we are, the price of the treatment, what the service will consist of and what cancellation rights the customer has. Most of this information needs to be provided in a form that consumers can retain and store. We now also need to provide a cancellation form in case it is needed.

Written and Additional Information

The DSRs require us to confirm most of the pre-contractual information and some additional information in writing to customers quickly in order to allow them an opportunity to review the full terms and cancel the booking if they wish. This information includes a written explanation of their cancellation rights.

Cancellation Rights

Personal customers have the right to cancel the treatment within 14 days of making the booking, or if earlier, when the treatment has been completed. If customers decide to cancel the booking before treatments begins, they will be entitled to a full refund.

If we fail to explain their cancellation rights properly, they will have the right to cancel the service and receive a full refund even after the treatment has been carried out.

Health and Safety

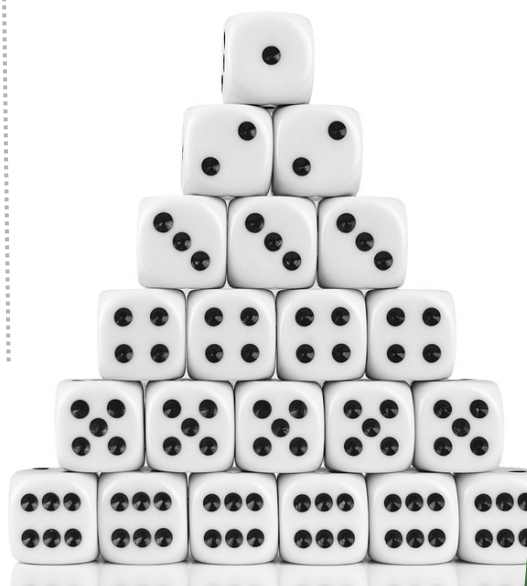
We are also legally obliged to provide (so far as is reasonably practicable) a safe system of work for our employees. So our new terms make it clear that we will not be able to treat habitats in certain locations if to do so would put our employees at risk.



Other legislation that we comply with

SDK can also confirm that it complies with the following in relation to its consumer contracts:

- Business Protection from Misleading Marketing Regulations 2008
- Companies (Trading Disclosures) Regulations 2008
- Consumer Protection (Distance Selling) Regulations 2000
- Consumer Protection from Unfair Trading Regulations 2008
- Privacy and Electronic Communications (EC Directive) Regulations 2003
- Provision of Services Regulations 2009
- Supply of Goods and Services Act 1982
- Unfair Contract Terms Act 1977
- Unfair Terms in Consumer Contract Regulations 1999



Diarmid Nairn
Managing Director
23rd May 2014



Distance Selling Regulations 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to contracts entered into on or after 13 June 2014 if you are selling products and services to people who buy them for a non-business purpose over the internet, e-mail, telephone, mobile application, text messaging, fax or by traditional mail order. Some exceptions apply and we advise seeking legal advice on how these apply.



Pre-Contract Information

Under the Regulations, you are required to provide certain information to consumers in a clear and comprehensible manner before the contract is concluded including:

1. Your identity (meaning the full registered name);
2. An outline description of the goods or services being provided;
3. A price including all taxes and any hidden charges;
4. Any delivery costs;
5. Information about the consumers' right to cancel the contract (which could be explained using specified cancellation instructions);
6. The duration of the contract and, if there is no set duration, the conditions of termination;
7. Minimum duration of the contract (if applicable);
8. Your full geographical address (for both general communications and complaints, if different) and (where available) telephone number, fax number and e-mail address (and the same in relation to any trader you act for);
9. Where applicable, your complaints handling policy;
10. Payment methods available;
11. Return details, including who pays for this and if the goods can easily be returned by post, the cost of returning them;
12. In relation to sales contracts, that you are under a legal duty to supply goods in conformity with the contract;
13. The existence and conditions for any after-sale customer assistance, after-sale services and commercial guarantees; and
14. If you have signed up to any codes of conduct, where they can be obtained.
15. You must also provide consumers with a cancellation form set out in a certain way - please ask us for more information about this.

Electronically Concluded Contracts

If the consumer has to pay for the goods or services, the information set out must be provided in a clear and prominent manner directly before the order is placed. The consumer must explicitly acknowledge the obligation to pay. Any tick button for the consumer to agree to the terms and conditions must say "order with obligation to pay" or include similar wording.

If you do not comply with these requirements, the consumer will not be bound by the contract.

Any delivery restrictions and the acceptable means of payment must be clearly indicated before or at the beginning of the ordering process - not at the last minute.

Contracts Concluded by Telephone

If you telephone a consumer with the aim of contracting with them, you must disclose your identity, the identity of any trader you act for and the commercial purpose of the call at the outset.

Post-Contract Information

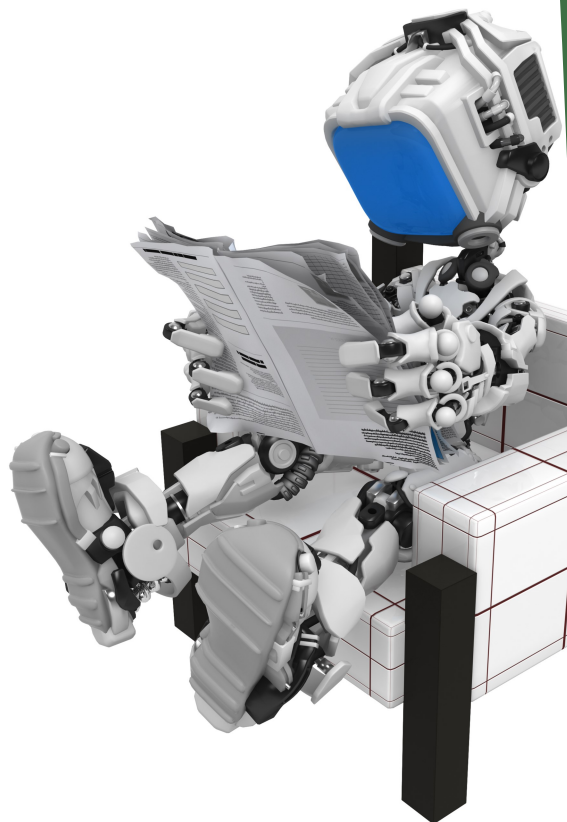
After the contract has been concluded, you must provide the consumer with all of the above terms in a form that can be kept and referred to at a later date (which can no longer be via a website). This needs to be provided within a reasonable time after the conclusion of the contract but before delivery of the goods or the services start (as applicable). Additional rules apply to contracts for digital content.

Help Line Charges

The Regulations state that consumers cannot be charged more than the "basic rate" for the purpose of contacting a trader about a good or service they have already ordered.

The Regulations are far more detailed than as set out above and therefore if you are undertaking any distance selling, you are strongly advised to take legal advice before you do so in order to ensure that you comply with them.

Each situation is slightly different and you need to ensure that the process you use fits both with the Regulations and your business needs.



Cancellation Rights

If you are selling goods, the consumer can usually cancel the contract within 14 days after the day on which they received the goods, or longer if you fail to provide all the pre-contract information on time.

If you are providing a service or digital content, the consumer has the right to cancel the contract within 14 days from the day after the contract was concluded, or longer if you fail to provide all the pre-contract information on time. The rules are slightly different if the service has started during the cancellation period.

There are additional requirements regarding returning the goods after cancellation, exceptions to the cancellation rules and digital content.





SDK Environmental Ltd
also trading as Dial A Pest

Pest Control Treatment Cancellation Form in accordance
with the Consumer Contracts (Information, Cancellation
and Additional Charges) Regulations 2013

Important Notice to Consumers Your Right to Cancel

You have until we complete the treatment, or (if sooner) 14 days from receipt of the booking confirmation, to cancel our service.

However you will only receive a full refund if you cancel before treatment begins. Please see our terms and conditions for more information

We will accept your cancellation request by telephone if you wish, however you may communicate with us more formally if you prefer by completing and returning this form.

Telephone (Basic Rate, Mobile Friendly) : **03444 828 321**
E-mail this form back to us at : support@sdkenvironmental.com
Complete and Fax this form to us : **03444 828 321**
Complete and Post the form to us : Freepost RSLJ – SGGJ – RLZZ
SDK Environmental Ltd,
Acorn House, Aspen Way,
Paignton, Devon, TQ4 7QR

I/We hereby give notice that I/We cancel my/our contract
of sale for the supply of a pest control treatment :



Date Ordered

SDK Reference No (if known)

Name of Consumer(s)

Address of Consumer(s)

Signature or alternatively type
in Name of Consumer(s)

Date

Compliance Checklist

Approved By Legal



Acknowledgements

Our thanks go to SDK’s external legal representatives ,LGP Solicitors, for their help and use of its content in the production of this document.

For more information on its services, please visit www.lgpsolicitors.co.uk

**08444 828 321**Local Rate
5p per minute**03444 828 321**Basic Rate
Mobile Friendly

not 24 hour

Since its inception over 25 years ago, SDK Environmental Limited has been one of the UK's leading providers of pest control and animal warden services.

With its head office in Berkshire, SDK provides services to a wide range of corporate clients throughout the Midlands and Southern England.

All our systems and procedures are drawn from industry best practice; we have witnessed, tailored and improved our services to meet operational and customer needs. We continue to invest intellectually and financially in new technology and implement any innovations we identify that will deliver proven benefits to our performance or customer service.



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Home Counties & London Office:

Unit 9, The Business Village, Wexham Road, Slough, SL2 5HF

www.dialapest.co.uk**www.sdke.co.uk**

Dialapest is a trading name of SDK Environmental Ltd
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Registered Carrier of Controlled Waste. Licence Number: DEV 233510