DATED

- (1) << Insert name of Service Provider>>
 - (2) << Insert name of Landlord>>

SERVICE CONTRACT BETWEEN LANDLORD AND GARDENER

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Service Provider") and
- (2) <<Name of Landlord>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Landlord")

WHEREAS:

- (1) The Service Provider provides gardening services to property owners and occupiers. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Landlord wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Landlord, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Fees"	means the Service Provider's fees as notified to the Landlord from time to time for providing any additional services at the request of the Landlord;
"Basic Fees"	means the fee per Property set out in Schedule 1 or otherwise agreed between the parties for providing the level of service specified in Schedule 1;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in < <insert location="">>;</insert>
"Commencement Date"	means the date on which provision of the Services shall commence, as set out in sub-Clause 10.1;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Fees"

"Products"

"Properties"

"Services"

"Term"

1.2 Unless the context otherwise

- 1.2.1 "writing", and any o communication effersimilar means:
- 1.2.2 a statute or a provis provision as amende
- 1.2.3 "this Agreement" is Schedules as amend
- 1.2.4 a Schedule is a sche
- 1.2.5 a Clause or paragra (other than the Sche
- 1.2.6 a "Party" or the "Part
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s
- 1.6 References to persons shall

2. Provision of the Services

- 2.1 With effect from the Comme the Services at the Propertie
- The Service Provider shall p commensurate with prevailin Kingdom.
- 2.3 The Service Provider shall given to it by the Landlord properties specification of Services pro

erials supplied by the andlord as part of the

ned by the Landlord as s varied from time to time se 2.8], and "Property" dingly;

e provided by the Service hedule 1[, as varied from e with Clause 2.7]; and

Agreement as set out in

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time:

eement and each of the ne relevant time:

and

Clause of this Agreement the relevant Schedule.

this Agreement.

ience only and shall have

e plural and vice versa.

der.

ice Provider shall provide

reasonable skill and care, ening sector in the United

all reasonable instructions sare compatible with the

- 2.4 The Service Provider shall the statutes, regulations, byela rules relevant to the provision
- 2.5 [The Service Provider sha equipment and shall only us and safe working order.]
- 2.6 If any Products are to be su Service Provider will obtain whose cost exceeds £<<ir procured as required by th Services and shall be reflect
- 2.7 [The Service Provider shall any reasonable changes i Landlord, subject to the L changes to the Basic Fees.]
- 2.8 [The Service Provider shall any request made by the La from the list of Properties in of any related reasonable of shall not be required to agricumber properties being less that number >>.11
- 2.9 The Service Provider may services to the Landlord, ou Schedule 1. The Service services.

3. Landlord's Obligations

- 3.1 The Landlord shall use all information to the Service P provision of the Services.
- 3.2 The Landlord may, from ti Service Provider in relation Any such instructions sho Services provided in Schedu
- 3.3 In the event that the Service or any other communication provision of the Services or provide the same in a reaso
- 3.4 If any consents, licences of parties such as landlords, is shall be the Landlord's resprovision of the Services (or
- 3.5 The Landlord shall ensure as required in order to provi the Service Provider and the
- 3.6 [The Landlord shall provide shall ensure that the tools, working order.]

ng that it complies with all f conduct and any other

ry tools, machinery and quipment that are in good

vision of the Services the pefore procuring Products below that cost shall be a course of providing the to the Landlord.

eavours to accommodate ay be requested by the any related reasonable

eavours to accommodate y to or remove a property he Landlord's acceptance es. [The Service Provider Id result in the number of or greater than <<insert

ee to provide additional vel of service specified in Additional Fees for such

s to provide all pertinent for the Service Provider's

nable instructions to the provision of the Services. the specification of the

ecision, approval, consent rder to continue with the time, the Landlord shall

e needed from any third al authorities or similar, it same in advance of the

r has access to premises hes to be agreed between

ninery and equipment and ent are in good and safe

s to pi for the



3.7 The Landlord shall ensure the water and electricity in order

3.8 Any delay in the provision of or delay in complying with a the responsibility or fault of the second of the se

4. Cancellation of Visits

- 4.1 The Landlord must give the Business Days>> notice if t the Services on a particular
- 4.2 The Service Provider will not is given. If less than <<ins the Service Provider shall in</p>

5. Fees, Payment and Records

- 5.1 The Landlord shall pay the the provisions of this Clause
- 5.2 The Service Provider sha [weekly][monthly][quarterly]
- 5.3 All payments required to be shall be made within <<inse of the relevant invoice.
- 5.4 All payments required to be shall be made in <<insert cu location>> as the receiving any set-off, withholding or departy is required to deduct of
- 5.5 Where any payment pursua day that is not a Business D Day.
- following the expiry of the p on a daily basis at <<inser name of bank>> from time outstanding sums.

5.7 Each Party shall:

- 5.7.1 keep, or procure the account as are neces pursuant to this Agre
- 5.7.2 at the reasonable reasonabl
- 5.7.3 within <<insert periodotal street obtain at its own ex certificate as to the a this Agreement durin

has access to a supply of

rom the Landlord's failure his Clause 3 shall not be

ast <<insert period e.g. 5 not be required to provide

isits provided such notice s Days>> notice is given normal rate.

bvider in accordance with

d for Fees due on a

Igreement by either Party ys of receipt by that Party

Agreement by either Party s to such bank in <<insert time nominate [, without ount (if any) of tax as that

required to be made on a re next following Business

hs which remain unpaid se 5.3 shall incur interest the base rate of <<insert made in full of any such

h records and books of ount of any sums payable alculated:

y, allow that Party or its account and, to the extent as, to take copies of them;

each <<insert interval>>,
other Party an auditors'
by that Party pursuant to

6. Liability, Indemnity and Insuranc

- 6.1 The Service Provider shall example valid insurance that shall independ on the shall example of the shall
- 6.2 In the event that the Server reasonable care and skill in action at no additional cost to
- 6.3 The Service Provider's total of its negligence or breach sum>>.
- 6.4 The Service Provider shall n Landlord that results from instructions given by the Ser
- 6.5 Nothing in this Agreement s for death or personal injury.
- 6.6 Subject to sub-Clause 6.3 dagainst any costs, liability, duthe Service Provider's bread
- 6.7 The Landlord shall indemnit damages, loss, claims or pequipment (including that Service Provider) caused by
- 6.8 Neither Party shall be liable Agreement by reason of any of that Party's obligations if that Party's reasonable cont

7. [Guarantee

- 7.1 The Service Provider guara as part of the Services sha <<insert period e.g. 12 mont</p>
- 7.2 If any defects in the hard period set out in sub-Clause such defects at no cost to the

8. Confidentiality

- 8.1 Each Party undertakes the authorised in writing by th continuance of this Agreer termination:
 - 8.1.1 keep confidential all
 - 8.1.2 not disclose any Con
 - 8.1.3 not use any Confide contemplated by and

e at all times suitable and ance.

erform the Services with d all necessary remedial

amage caused as a result
II be limited to £<<insert

or damage suffered by the to follow any reasonable

Service Provider's liability

Ill indemnify the Landlord proceedings arising out of

Igainst any costs, liability, loss or damage to any parties appointed by the ts or employees.

ed to be in breach of this any failure to perform, any due to any cause beyond

discaping work carried out all defects for a period of in of the work.

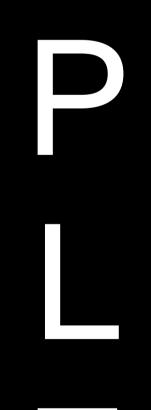
ear during the guarantee er shall rectify any and all

by sub-Clause 8.2 or as at all times during the period>> years] after its

hy other party;

y purpose other than as nis Agreement;

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8.1.4 not make any copies any Confidential Info

8.1.5 ensure that none or contractors or advise be a breach of the pr

8.2 Either Party may:

8.2.1 disclose any Confide

8.2.1.1 any sub-contr

8.2.1.2 any governme

8.2.1.3 any employe aforemention

to such extent only a this Agreement (ind Services), or as req inform the person, Information is confid such body under such such body) obtainir confidentiality undert should be as nearly keep the Confidentia purposes for which the

- 8.2.2 use any Confidential other person, to the or at any time after fault of that Party. Ir not disclose any par knowledge.
- 8.3 The provisions of this Claus terms, notwithstanding the to

9. Force Majeure

- 9.1 No Party to this Agreement their obligations where suc beyond the reasonable cont limited to: power failure, inte unrest, fire, flood, storms governmental action or any in question.
- 9.2 [In the event that a Party to hereunder as a result of to period>>, the other Party n written notice at the end of Parties shall agree upon a provided up to the date of to any prior contractual commin of this Agreement.]

or part with possession of

employees, agents, subdone by that Party, would 8.1.1 to 8.1.4 above.

Party;

regulatory body; or

Party or of any of the dies;

urposes contemplated by to, the provision of the case that Party shall first ion that the Confidential the disclosure is to any employee or officer of any ne other Party a written uestion. Such undertaking erms of this Clause 8, to and to use it only for the

oose, or disclose it to any e date of this Agreement, lic knowledge through no sclosure, that Party must rmation that is not public

e in accordance with their nent for any reason.

ure or delay in performing s from any cause that is auses include, but are not ure, industrial action, civil terrorism, acts of war, nd the control of the Party

perform their obligations nuous period of <<insert ninate this Agreement by t of such termination, the payment for all Services ent shall take into account iance on the performance

10. Term and Termination

- 10.1 This Agreement shall come and shall continue for a Terr provisions of this Clause 10.
- 10.2 Either Party shall have the content of the party and exercisable written notice to the other as in sub-Clause 10.1 (or any extended pursuant to this period of <<insert period>>.
- 10.3 Either Party may terminate to <<insert notice period>> w <<insert minimum term of actions.
- 10.4 Either Party may immedia notice to the other Party if:
 - 10.4.1 any sum owing to provisions of this A Business Days of the
 - 10.4.2 the other Party com this Agreement and, it within <<insert penotice giving full paremedied;
 - 10.4.3 an encumbrancer ta company, a receiver that other Party;
 - 10.4.4 the other Party make being a company, b the meaning of the Ir
 - 10.4.5 the other Party, being made against it or, to the purposes of bond a manner that the combound by or assume this Agreement);
 - 10.4.6 anything analogous jurisdiction occurs in
 - 10.4.7 that other Party ceas
 - 10.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1
- 10.5 For the purposes of sub-Cla of remedy if the Party in bre respects.
- 10.6 The rights to terminate thi prejudice any other right or

Commencement Date>> m that date, subject to the

ement and consent of the <<insert notice period>> piry of the Term specified this Agreement has been Agreement for a further

to the other not less than on or at any time after

ement by giving written

Party under any of the within <<insert period>>

f any of the provisions of of remedy, fails to remedy after being given written and requiring it to be

ere the other Party is a the property or assets of

ment with its creditors or, aministration order (within

has a bankruptcy order nto liquidation (except for e-construction and in such m effectively agrees to be on that other Party under

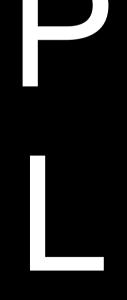
g under the law of any

, to carry on business; or

any person or connected arty on the date of this lause 10, "control" and ngs ascribed thereto by orporation Tax Act 2010.

all be considered capable provision in all

this Clause 10 shall not in respect of the breach



concerned (if any) or any oth

11. Effects of Termination

Upon the termination of this Agreen

- 11.1 any sum owing by either Pa Agreement shall become im
- 11.2 all Clauses which, either ex the expiry or termination of t
- 11.3 termination shall not affect of which the terminating Party termination or any other rig may have in respect of an before the date of termination
- 11.4 subject as provided in this rights neither Party shall be
- 11.5 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or reco

12. No Waiver

No failure or delay by either Party i shall be deemed to be a waiver of t of any provision of this Agreement breach of the same or any other pro-

13. Further Assurance

Each Party shall execute and do may be necessary to carry the prov

14. Costs

Subject to any provisions to the co own costs of and incidental to the into effect of this Agreement.

15. **Set-Off**

Neither Party shall be entitled to se or sums received in respect of agreement at any time. y of the provisions of this

, relate to the period after ain in full force and effect;

damages or other remedy he event giving rise to the remedy which any Party nent which existed at or

n respect of any accrued on to the other; and

in Clause 8) immediately fidential Information, and ments in its possession or mation.

hts under this Agreement by either Party of a breach waiver of any subsequent

documents and things as into full force and effect.

Agreement shall pay its n, execution and carrying

anner from payments due Agreement or any other

16. Assignment and Sub-Contracting

- 16.1 [Subject to sub-Clause 16 Neither Party may assign, charge) or sub-licence or o sub-contract or otherwise de written consent of the oth withheld.
- 16.2 [The Service Provider sha undertaken by it through a qualified and skilled sub-c member or sub-contractor deemed to be an act or omis

Time

17.

17.1 [The Parties agree that all t be of the essence of this Ag

OR

17.2 [The Parties agree that the for guidance only and are r varied by mutual agreement

18. Relationship of the Parties

Nothing in this Agreement shall co joint venture, agency or other fiduci contractual relationship expressly p

19. **Non-Solicitation**

- 19.1 Neither Party shall, for the T period>> after its terminatio person who is or was empl any time in relation to this that Party].
- 19.2 Neither Party shall, for the t period>> after its termination Party any customer or clien cause damage to the bus consent of that Party].

20. Third Party Rights

- 20.1 No part of this Agreement is accordingly the Contracts (F this Agreement.
- 20.2 Subject to this Clause 20 th transferee, successors and

personal to the Parties. nerwise than by floating of its rights hereunder, or ons hereunder without the not to be unreasonably

n any of the obligations group or through suitably omission of such other of this Agreement, be ider.]

to in this Agreement shall

I to in this Agreement are s Agreement and may be

constitute a partnership, the Parties other than the nent.

nd for a period of <<insert intract the services of any ged by the other Party at express written consent of

nd for a period of <<insert tice away from the other ation or enticement would hout the express written

s on any third parties and ct 1999 shall not apply to

nue and be binding on the required.

21. Notices

- 21.1 All notices under this Agree if signed by, or on behalf o notice.
- 21.2 Notices shall be deemed to
 - 21.2.1 when delivered, if d registered mail) durir
 - 21.2.2 when sent, if trans transmission report of
 - 21.2.3 on the fifth busines ordinary mail, postag
 - 21.2.4 on the tenth busine postage prepaid.

In each case notices shall address, or facsimile numbe

22. Entire Agreement

- 22.1 This Agreement contains respect to its subject matter in writing signed by the duly
- 22.2 Each Party acknowledges the on any representation, was provided in this Agreemen implied by statute or common by law.

23. Counterparts

This Agreement may be entered Parties to it on separate counterpa shall be an original, but all the cosame instrument.

24. Severance

In the event that one or more of unlawful, invalid or otherwise unenf severed from the remainder of thi shall be valid and enforceable.

25. Law and Jurisdiction

25.1 This Agreement (including a therefrom or associated the

and be deemed duly given er of the Party giving the

her messenger (including of the recipient; or

e-mail and a successful ted; or

g, if mailed by national

ng, if mailed by airmail,

st recent address, e-mail ty.

etween the Parties with d except by an instrument es of the Parties.

greement, it does not rely on except as expressly arranties or other terms ne fullest extent permitted

counterparts and by the o executed and delivered ll constitute one and the

greement is found to be vision(s) shall be deemed ainder of this Agreement

ers and obligations arising led by, and construed in

accordance with, the laws of

25.2 Any dispute, controversy, pr this Agreement (including a therefrom or associated the of England and Wales. een the Parties relating to ers and obligations arising e jurisdiction of the courts

rdener

IN WITNESS WHEREOF this Agreemen before written

SIGNED by

<<Name and Title of person signing for Se for and on behalf of <<Service Provider's N

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Lar for and on behalf of <<Landlord's Name>>

In the presence of <<Name & Address of Witness>>

ed the day and year first

sc

PART 1: PROPERTIES, SERVICE REQU

Property Address	Property Type (e.g. house, garden flat, block of flats)	Lo S Re
< <insert address="">></insert>	<< >>	<
< <insert address="">></insert>	<< >>	<
< <insert address="">></insert>	<< >>	<

PART 2: LEVELS OF SERVICE	PART	2: L	EVEL	S OF	SER\	/ICE
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<<Insert a detailed specification of all serv this Agreement. If different packages are o

Package 1: Weekly or fortnightly basic of

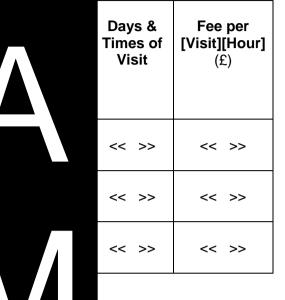
To carry out the following tasks as requ conditions):

- 1 Mow lawns and trim lawn edges
- 2 Weeding
- 3 Pruning
- 4 Hedge trimming
- 5 Leaf clearance
- 6 << >>

Place waste in waste bins provided Brush up any debris and leave the garden Report any defects or issues requiring atte

Package 2: Full maintenance service

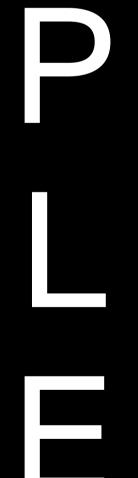
As Level 1 plus:



ne Service Provider under

rvice

to season and weather



- 1 Lawn care: weed and pest control, fe
- 2 Lawn aeration and scarification
- 3 Repairing and maintaining fences and
- 4 Cleaning paths, patios and driveways
- 5 Advice on planting
- 6 Planting
- 7 << >>

S

g where appropriate

rdener