

GARDENER TERMS AND CONDITIONS

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BACKGROUND:

These Terms and Conditions apply to the provision of gardening services by <<Insert Company Name>> ("the Trader") to customers who require gardening services to ensure that you understand and agree to these Terms and Conditions.

These Terms and Conditions apply to the provision of gardening services by <<Insert Company Name>> ("the Trader") to customers who require gardening services to ensure that you understand and agree to these Terms and Conditions.

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1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

In these Terms and Conditions, the following expressions shall have the meanings:

"Agreed Times"

You and We agree for the Gardener to visit the Property to complete the Gardening Services [as defined in Clause 2];

"Agreement"

The Agreement to which You and We will enter into in connection with the Gardening Services. The Agreement will be subject to, these Terms and Conditions. A hard form of Agreement is attached to these Terms and Conditions.

"Business"

Any trade, craft or profession carried on by a person or organisation;

"Consumer"

A person as defined by the Consumer Rights Act 2015 who enters into these Terms and Conditions as a customer of the Trader who uses the Gardening Services for their personal use and not mainly outside the purposes of their business;

"Deposit"

A sum of money which may be required to pay in advance of the start of the Gardening Services; see Clause 5;

"Final Fee"

A sum of money which You must pay which will be due to the Gardener in accordance with Clause 6 and these Terms and Conditions;

"Gardener"

An individual employee who will be responsible for providing the Gardening Services;

"Gardening Services"

The Gardening Services We will provide as set out in the Agreement;

"Job"

The performance of the Gardening Services;

"Model Cancellation Form"

A form for cancellation attached as set out in Clause 7;

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“Order”

est for Us to provide the set out in Clause 4;

“Products”

quired for the provision of the which We will supply (if any) as ment;

“Property”

detailed in the Order and the e Job is to take place;

“Quotation”

e give to You in accordance with services We will provide to You arge;

“Quoted Fee”

n the Quotation which may e actual work undertaken as set e Terms and Conditions;

“Start Date”

nd We agree on for Us to start g Services as specified in the

“Visit”

cheduled or otherwise, on which Property to provide the

“We/Us/Our”

includes all employees, agents the Trader; and

“You/Your”

o is a customer of the Trader.

1.2 Each reference in expression, include message,] fax or ot

tions to “writing”, and any similar ions whether sent by e-mail, [text

1.3 Each reference to statute or provision

f a statute is a reference to that ed at the relevant time.

1.4 Each reference to “ and Conditions.

ons” is a reference to these Terms

1.5 Each reference to a Conditions.

to a schedule to these Terms and

1.6 The headings used and do not affect th

nditions are for convenience only Terms and Conditions.

1.7 Words signifying the

lude the plural and vice versa.

1.8 References to any g

her gender.

1.9 References to pe corporations.

text otherwise requires, include

2. Information about Us

2.1 We are a <<insert limited company etc

e trader, partnership, LLP, private

2.2 [We trade under th

g name if different from company

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name>>.]

2.3 [We are registered <<insert name>>] <<insert address>> under number <<Company Registration Number>>]

2.4 [Our registered office <<insert address>>.]

2.5 [Our main trading address <<insert address>>] or if no registered office <<insert address>>] or if no registered office <<insert address>>] <<insert address>> if different from registered office

2.6 [Our VAT number is <<insert VAT number>>.]

2.7 [We are regulated by <<insert regulator(s)>>.]

2.8 [We are a member of <<insert association(s) etc.>>.]

2.9 [<<Insert further information>>.]

3. Communication and Contact

3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>> or by post to <<insert address>> for complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

3.2 In certain circumstances You may contact Us in writing (as stated in various Clauses throughout the Agreement and the Conditions). When contacting Us in writing You may use <<insert address>> for correspondence.

3.2.1 contact Us by email at <<insert email address>>; or

3.2.2 contact Us by post to <<insert name>>, <<insert address>>.

4. Orders

4.1 We accept orders through <<insert methods e.g. telephone, online etc.>> through <<insert methods e.g. telephone, online etc.>>.

4.2 When placing an Order You must provide the following information in detail, the Gardening Services required. Details required include: <<insert details>> location and size of the Property, the size of the garden, <<insert details>> and the type of plants, trees or shrubs to be maintained. [We will provide You with an order form containing all required information.] [All such details are set out in the Agreement.]

4.3 Once the Order is received We will prepare a Quotation and send it to You either by email or by post. The Quotation will set out the required Deposit (if any) and the terms of the Order. [We will provide You with a copy of the Quotation.] [All such details are set out in the Agreement.]

4.4 If We cannot accept an Order We will inform you of this in writing.

4.5 You may make changes to an Order before accepting a Quotation before accepting it.

4.6 You may accept a Quotation by returning a copy of it and returning it to Us within <<insert number of days>> after the date We issue the Quotation.

4.7 When (but not before) the Quotation is accepted and You have paid the required Deposit a binding contract between You and Us will be created for the Gardening Services and for You to pay for them. We will then issue an Agreement in accordance with the Quotation. You must complete the Agreement and complete any blanks in the Agreement in accordance with the Quotation.

4.8 If you wish to change the Order after accepting the Quotation, please contact Us.

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Us and We will tell you if the change can be accommodated, along with any charges payable as a result. If we cannot accommodate the change, the fees or other matters are not acceptable to you, you shall not be bound by Clause 13 and/or 14.

the change can be accommodated, along with any charges payable as a result. If we cannot accommodate the change, the fees or other matters are not acceptable to you, you shall not be bound by Clause 13 and/or 14.

5. Deposit

5.1 At the time of acceptance of the specialist Products you may be required to pay Us a Deposit. The Deposit shall be e.g. 25% of the Quoted Fee>>. We will not confirm the order until the Deposit is paid in full.

At the time of acceptance of the specialist Products you may be required to pay Us a Deposit. The Deposit shall be e.g. 25% of the Quoted Fee>>. We will not confirm the order until the Deposit is paid in full.

5.2 If you cancel the order, We may retain some or all of the Deposit as set out in Clause 13.

If you cancel the order, We may retain some or all of the Deposit as set out in Clause 13.

6. Fees and Payment

6.1 The Quoted Fee will be for the Gardening Services and for the estimated Products.

The Quoted Fee will be for the Gardening Services and for the estimated Products.

6.2 We will, where reasonable, supply the Products (and quantities of Products) set out in the Agreement; however, if additional Products are required, we will keep any increases in price under review, and will not provide a Final Fee to reflect this. We will keep You informed at all times, and will not provide a Final Fee until the work is completed.

We will, where reasonable, supply the Products (and quantities of Products) set out in the Agreement; however, if additional Products are required, we will keep any increases in price under review, and will not provide a Final Fee to reflect this. We will keep You informed at all times, and will not provide a Final Fee until the work is completed.

6.3 If the price of Products increases during the period between Your acceptance of the Agreement and Your Date, We will inform You of the increase and of any additional Products required. If You do not wish to accept the increase, You shall be entitled to a full refund of all sums paid including, where applicable, any Deposit.

If the price of Products increases during the period between Your acceptance of the Agreement and Your Date, We will inform You of the increase and of any additional Products required. If You do not wish to accept the increase, You shall be entitled to a full refund of all sums paid including, where applicable, any Deposit.

6.4 The Quoted Fee and any changes We will add to it shall be exclusive of VAT. If the rate of VAT changes, We will advise You of what You must pay.

The Quoted Fee and any changes We will add to it shall be exclusive of VAT. If the rate of VAT changes, We will advise You of what You must pay.

6.5 We will invoice You when the work is completed.

We will invoice You when the work is completed.

6.6 You must pay any invoice within the period e.g. 30 calendar days>> of receiving it.

You must pay any invoice within the period e.g. 30 calendar days>> of receiving it.

6.7 We accept the following methods of payment:

We accept the following methods of payment:

6.7.1 <<insert method>>;

<<insert method>>;

6.7.2 <<insert method>>;

<<insert method>>;

6.7.3 <<insert method>>;

<<insert method>>;

6.7.4 <<insert other methods>>.

<<insert other methods>>.

6.8 If You do not pay any invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether by instalment or otherwise.

If You do not pay any invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether by instalment or otherwise.

6.9 If You have promptly paid any invoice in good faith, We will not charge interest on any invoice which is not being paid.

If You have promptly paid any invoice in good faith, We will not charge interest on any invoice which is not being paid.

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7. Gardening Services

- 7.1 We will provide the services set out in the acceptance Agreement by agreement between Us and You.
- 7.2 We may provide a preliminary plan in advance of the Job for illustrative purposes only and is not intended to constitute a guarantee specific to the Job.
- 7.3 We will use reasonable care to ensure that the Products We use match those chosen by You. However, there may be slight differences between photographs and the Products themselves. Products may vary in size, shape or be minor technical variations. We will ensure the use of them. If differences are identified, We will not supply them without Your consent. If You do not wish to accept the Products, We will provide a full refund of all sums paid by You.
- 7.4 The responsibility for the Products remains with Us until they are delivered to You. You will be responsible for them once they have been received in full.
- 7.5 We will ensure that the work is performed with reasonable care and skill and to the satisfaction of You in accordance with best trade practice.
- 7.6 We will ensure that the work is performed in accordance with relevant codes of practice.
- 7.7 We will ensure that the Property will not suffer damage as a result of Our provision of the Gardening Services. We will make good any damage that occurs at no additional cost to You as soon as is reasonably possible. [We may instruct You to take certain steps to protect the Property while We are performing the Gardening Services. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.]
- 7.8 We will properly dispose of any waste resulting from Our provision of the Gardening Services.
- 7.9 Where a Job is to be carried out on a working day, the Gardener will where reasonably possible ensure that the Property is in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are removed from the Property at the end of each working day.

accordance with the specification set out in the acceptance Agreement (as may be amended from time to time).

plans or similar documents in advance of the Job for illustrative purposes only and is not intended to constitute a guarantee specific to the Job nor to

ensure that the Products We use match those chosen by You. However, there may be slight differences between photographs and the Products themselves. Products may vary in size, shape or be minor technical variations. We will ensure the use of them. If differences are identified, We will not supply them without Your consent. If You do not wish to accept the Products, We will provide a full refund of all sums paid by You.

as the "risk") for the Products until they are delivered to You at which point it will pass to You. We have received payment in full for the Products.

work is performed with reasonable care and skill and to the satisfaction of You in accordance with best trade practice.

relevant codes of practice.

Property will not suffer damage as a result of Our provision of the Gardening Services. We will make good any damage that occurs at no additional cost to You as soon as is reasonably possible. [We may instruct You to take certain steps to protect the Property while We are performing the Gardening Services. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.]

results from Our provision of the Gardening Services.

working day, the Gardener will where reasonably possible ensure that the Property is in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are removed from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are supplied to You as a result of Us providing the Gardening Services, and You identify a fault in the Product or Products, You should inform Us using the contact details set out in Clause 3.

of Us providing the Gardening Services, and You identify a fault in the Product or Products, You should inform Us using the contact details set out in Clause 3.

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8.2 Within the first 30 days after the date of purchase, you are entitled to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

8.3 After the first 30 days after the date of purchase, We will, at Our option, repair or replace the Product or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful, You are entitled to a full refund, to keep the Product(s) at a reduced price. This is only if We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given with the Product.

After the first six months, We will, at Our option, repair or replace the Product or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful, You are entitled to a full refund, to keep the Product(s) at a reduced price. This is only if We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given with the Product.

8.4 After the first six months after the date of purchase, if the Product develops a fault, You must prove that the Product developed the fault while We supplied it and You took reasonable care to use it in accordance with the instructions for repair or replacement, or to a partial refund for up to six months, depending on the nature of the Product and how long it can reasonably be expected to last.

After the first six months after the date of purchase, if the Product develops a fault, You must prove that the Product developed the fault while We supplied it and You took reasonable care to use it in accordance with the instructions for repair or replacement, or to a partial refund for up to six months, depending on the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Services

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9.1 If there is a problem with our Gardening Services that has not been provided with reasonable skill and care, or that repeats or fix the service, you are entitled to ask Us to repeat or fix the service.

If there is a problem with our Gardening Services, i.e. they have not been provided with reasonable skill, You are entitled to ask Us to repeat or fix the service if this is not possible.

9.2 We always use reasonable care to ensure that Our provision of the Gardening Services is of a standard that is as high as is reasonably possible. We will endeavour to remedy problems with the Gardening Services as quickly as is reasonably possible and practical.

We always use reasonable care to ensure that Our provision of the Gardening Services is of a standard that is as high as is reasonably possible. We will endeavour to remedy problems with the Gardening Services as quickly as is reasonably possible and practical.

9.3 We will not charge You for problems that have been caused by incorrect or incomplete information or actions provided by You, or for remedial work.

We will not charge You for problems under this Clause 9 where the problem is caused by incorrect or incomplete information or actions provided by You, or for remedial work.

9.4 As a consumer, You have certain legal rights with respect to the purchase of goods or services. We encourage You to exercise them, either by contacting the Citizens Advice Bureau or Trading Standards.

As a consumer, You have certain legal rights with respect to the purchase of goods or services. We encourage You to exercise them, either by contacting the Citizens Advice Bureau or Trading Standards.

9.5 If We do not perform the Gardening Services with reasonable skill and care, or if that is not possible or convenient to You, You have the right to request a reduction in price.

If We do not perform the Gardening Services with reasonable skill and care, or if that is not possible or convenient to You, You have the right to request a reduction in price.

9.6 If the Gardening Services do not meet the standard of performance that We have provided about the Gardening Services, or if the problem causes inconvenience to You, You have the right to request a reduction in price.

If the Gardening Services do not meet the standard of performance that We have provided about the Gardening Services, or if the problem causes inconvenience to You, You have the right to request a reduction in price.

9.7 If for any reason We do not repeat the Gardening Services in accordance with Your request, We will not charge You for the same and we will bear any arrangement fee and price reduction applicable to the Job and, where You have paid a fee for the Job, we will refund the fee to You.

If for any reason We do not repeat the Gardening Services in accordance with Your request, We will not charge You for the same and we will bear any arrangement fee and price reduction applicable to the Job and, where You have paid a fee for the Job, we will refund the fee to You.

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or partial refund. At any event within 14 days of the date on which We agree that You are entitled to a refund, We will issue the refund to You via the same payment method originally used by You, or an alternative method.

issued without undue delay (and in any event within 14 days of the date on which We agree that You are entitled to a refund) via the same payment method originally used by You, or an alternative method.

10. Your Obligations

- 10.1 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Gardening Services.
- 10.2 We may ask you to provide information in furniture, fixtures and fittings at the Property before We start the Services. If You and We specifically agree otherwise, this is Your obligation.
- 10.3 You will ensure that You or Your Gardener access the Property at the Agreed Times to provide the Services.
- 10.4 You may either give Your Gardener keys to the Property or be present at the Agreed Times to provide access. We promise that all keys will be kept safely and securely by Your Gardener.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Clause, We may charge You a good reason for this, We may charge You a fee as a result.
- 10.6 You must ensure that You or Your Gardener have access to electrical outlets and a supply of hot and cold water.

consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Gardening Services.

We may ask you to provide information in furniture, fixtures and fittings at the Property before We start the Services. If You and We specifically agree otherwise, this is Your obligation.

You will ensure that You or Your Gardener access the Property at the Agreed Times to provide the Services.

You may either give Your Gardener keys to the Property or be present at the Agreed Times to provide access. We promise that all keys will be kept safely and securely by Your Gardener.

If You do not provide access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Clause, We may charge You a good reason for this, We may charge You a fee as a result.

You must ensure that You or Your Gardener have access to electrical outlets and a supply of hot and cold water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to improve Our experience as a customer of Ours is a positive comment, We would like to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
 - 11.3.1 [In writing, to the following address: <insert name and/or position and/or department>]
 - 11.3.2 [By email, to the following address: <insert name and/or position and/or department>]
 - 11.3.3 [Using Our contact form;]
 - 11.3.4 [By contacting Our Gardener on <insert telephone number> [and choosing option <insert number>] when prompted.]

We always welcome feedback from our customers and, while We always use all reasonable endeavours to improve Our experience as a customer of Ours is a positive comment, We would like to hear from You if You have any cause for complaint.

All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website.

If You wish to complain, please contact Us in one of the following ways:

[In writing, to the following address: <insert name and/or position and/or department>]

[By email, to the following address: <insert name and/or position and/or department>]

[Using Our contact form;]

[By contacting Our Gardener on <insert telephone number> [and choosing option <insert number>] when prompted.]

12. Changing the Start Date

- 12.1 If You ask Us to change the start date of the Services, We will agree to do so if it is possible to do so without affecting the Services already provided.

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12.1.1 We will when You;

agree a revised Start Date with

12.1.2 If it is not possible to terminate the

Start Date either You or We may terminate (see 15).

12.2 If We ask You to change

may either:

12.2.1 agree a revised

12.2.2 terminate the

(see 15).

13. Cancellation of Contract

Period

13.1 Where the Agreement is for "pre-ordered goods", You have a statutory right to a "cooling off" period. This right begins once the contract between You and Us is formed.

for "pre-ordered goods", You have a statutory right to a "cooling off" period. This right begins once the contract between

13.1.1 in relation to the Products, at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and

at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and

13.1.2 in relation to the Products, at the end of 14 calendar days after the date the Products are delivered.

at the end of 14 calendar days after the date the Products are delivered.

13.2 If You wish to cancel the Agreement, You should inform Us immediately by email to the postal address specified in these Terms and Conditions or by email to the email address specified in these Terms and Conditions. You do not have to.

the cooling off period You should inform Us immediately by email to the postal address specified in these Terms and Conditions or by email to the email address specified in these Terms and Conditions. You do not have to.

13.3 To meet the cancellation period, Your communication concerning cancellation must be received by Us within the cancellation period.

sufficient for You to send Your communication concerning cancellation must be received by Us within the cancellation period.

13.4 If You exercise this right, You will receive a full refund of any amount paid to the Us in respect of the Deposit, where applicable.

receive a full refund of any amount paid to the Us in respect of the Deposit, where applicable.

13.5 We will refund money to You by the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancellation.

method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancellation.

13.6 We will process the refund to You without undue delay and, in any event, within 14 calendar days of the day on which We are notified of the cancellation.

a result of a cancellation without undue delay and, in any event, within 14 calendar days of the day on which We are notified of the cancellation.

13.7 If You exercise the right to cancel, You must return the Products to Us:

to Products:

13.7.1 We will issue a refund (short of normal refund period) and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).

short normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).

13.7.2 You must return the Products to Us within 14 calendar days of the day on which You are notified of the cancellation and return them;

within 14 calendar days of the day on which You are notified of the cancellation and return them;

13.7.3 We may make a refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

We may make a refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

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13.7.4 Please also
others and p

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ot be returned.

13.8 If the Start Date fal
request for provision
day cooling off per
process.] By mak
following:

period You must make an express
ces to begin within the 14 calendar
ns a normal part of the ordering
u acknowledge and agree to the

13.8.1 If the Job is
You will lose

4 calendar day cooling off period,
the Job is completed;

13.8.2 If You cancel
has begun Y
any Product
at which You

provision of the Gardening Services
ay for the Gardening Services and
d to Us supplied up until the point
to cancel;

13.8.3 The amount
Gardening
provided. A
Services wi
basis;

n proportion to the full price of the
ual Gardening Services already
ady been paid for the Gardening
to deductions calculated on this

13.8.4 We will proc
in any event
wish to cand

insert normal refund period>> and
r days after You inform Us of Your

13.9 Clause 14 applies t
cooling off period ha

reement after the 14 calendar day

14. Cancellation Outside of t

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14.1 In addition to Your
may terminate the A
Date (if relevant):

ting to the cooling off period, You
e Job) at any time before the Start

14.1.1 If You cancel
expired (or v
days>> bef
and any othe
event within

calendar day cooling off period has
and more than <<e.g. 7 calendar
ll refund the Deposit, if applicable,
is reasonably possible, and in any
cellation.

14.1.2 If You cancel
expired (or v
days>> bef
applicable, a
the cancella
soon as is r
days of cand
of the Depos
for the sho
accordance

calendar day cooling off period has
and less than <<e.g. 7 calendar
e will retain from the Deposit, if
nancial loss that We suffer due to
balance of the Deposit to You as
d in any event within 14 calendar
cial loss is more than the amount
as been paid), We will invoice You
required to make payment in

14.2 We may need to te
unavailability of rec
an event outside of
We will inform You
Deposit, if applicab
possible, and in any

before the Start Date due to the
rials, or due to the occurrence of
If such cancellation is necessary,
ably possible. We will refund the
s paid as soon as is reasonably
r days of termination.

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15. Termination

- 15.1 You may terminate Us written notice if:
 - 15.1.1 We have bre to remedy t writing to do
 - 15.1.2 We enter int administrator or receiver appointed over Our ass
 - 15.1.3 You and We agree a revised Start Date or You elect to term er Clause 12;
 - 15.1.4 We are una dening Services due to an event outside of O).
- 15.2 We may terminate notice if:
 - 15.2.1 You fail to n as required under Clause 6 (this does not aff interest on overdue sums under sub-Clause
 - 15.2.2 You have br in any material way and have failed to remedy t er period>> of Us asking You in writing to do
 - 15.2.3 You and We agree a revised Start Date under Clause 12;
 - 15.2.4 You do not th access to the Property and We have been u re-arrange the Gardening Services under sub-C
 - 15.2.5 We have be Gardening Services for more than <<insert per event outside of Our control (see Clause 17).
- 15.3 For the purposes reach of the Agreement will be considered 'material trivial in its consequences to the terminating Party. I not a breach is material no regard will be had to whe any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination
 - 15.4.1 You have m (including, but not limited to, the Deposit, wh Gardening Services We have not yet provided refunded to You as soon as is reasonably p nt within 14 calendar days of the termination er, deduct from such a refund (or charge You) on for the net costs We will incur as a result reement if We terminate it under sub-Clauses ;
 - 15.4.2 We have pro es that You have not yet paid for, the sums du n any refund due to You or, if no refund is du for those sums and You will be required to n ce with Clause 6.

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16. Effects of Termination

- 16.1 If the Agreement is terminated:
 - 16.1.1 Any Clauses of the Agreement, or by their nature, relate to the period after termination of the Agreement will remain in full force and effect.
 - 16.1.2 Termination of the Agreement does not give You any right to damages or other remedy which You may have in respect of any breach of the Agreement prior to the date of termination.

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17. Events Outside of Our Control

- 17.1 We will not be liable for any delay in performing Our obligations under these Terms and Conditions if the failure or delay results from any cause that is beyond Our control. Such causes include, but are not limited to: power outages, strikes, lock-outs, riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism, (threatened or actual) war, undeclared, threatened, actual or natural disaster, or any other event that is beyond Our control.
- 17.2 If any event described in Clause 17.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:
 - 17.2.1 We will inform You of such event as soon as reasonably possible;
 - 17.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have set will be extended accordingly;
 - 17.2.3 We will inform You as soon as the event outside of Our control is over and provide details of the impact on the times or availability of Gardening Services as soon as possible;
 - 17.2.4 You or We may terminate the Agreement (see Clause 15).

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18. Liability

- 18.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence or as a result of Our negligence or as a result of Our negligence or as a result of Our negligence if it is an obvious or foreseeable consequence of the negligence or if it is contemplated by You and Us when the Agreement is made. We will not be responsible for any loss or damage that is not caused by Our negligence.
- 18.2 We will maintain and pay for adequate insurance including public liability insurance.
- 18.3 We provide Gardening Services for domestic and private purposes only. We make no warranty that the Gardening Services are fit for commercial, business or industrial purposes. We will not be liable to You for any loss of profit, loss of business or for any loss of business opportunity.

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18.4 If We cause any damage to You or Your property, We will make good that damage at no additional cost to You, unless the damage is caused by any pre-existing faults or damage in or to Your property which You may discover while providing the Gardening Services.

We will make good that damage at no additional cost to You, unless the damage is caused by any pre-existing faults or damage in or to Your property which You may discover while providing the Gardening Services.

18.5 We are not liable for any damage or loss which You suffer which results from Your property which You suffer which results from Your failure to follow any instructions given by Us or the Gardener.

You suffer which results from Your failure to follow any instructions given by Us or the Gardener.

18.6 Nothing in these Terms shall be intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

Nothing in these Terms shall be intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

18.7 Nothing in these Terms shall be intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or Trading Standards Office.

Nothing in these Terms shall be intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Information

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We will only use Your personal information in accordance with Our Privacy Notice available at <<insert document name, e.g. Privacy Notice>> available at <<insert document name, e.g. Privacy Notice>>.

Our <<insert document name, e.g. Privacy Notice>> available at <<insert document name, e.g. Privacy Notice>>.

20. Other Important Terms

20.1 We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

20.2 We may transfer (assign) all or part of Our rights and obligations under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will be bound by the Agreement.

rights and obligations under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will be bound by the Agreement.

20.3 You may not transfer Your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

20.4 The Agreement is binding on You and We and no person or third party other than You or We shall be entitled to enforce any provision of the Agreement.

The Agreement is binding on You and We and no person or third party other than You or We shall be entitled to enforce any provision of the Agreement.

20.5 If any provision of the Agreement is held by any competent authority to be unenforceable in whole or in part, the validity of the other provisions of the Agreement and the Terms and Conditions and the Agreement or these Terms and Conditions in question will not be affected.

If any provision of the Agreement is held by any competent authority to be unenforceable in whole or in part, the validity of the other provisions of the Agreement and the Terms and Conditions and the Agreement or these Terms and Conditions in question will not be affected.

20.6 No failure or delay by Us in exercising any rights under the Agreement shall constitute a waiver by Us of a breach of any provision of the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of that provision.

No failure or delay by Us in exercising any rights under the Agreement shall constitute a waiver by Us of a breach of any provision of the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of that provision.

21. Regulations and Information

21.1 We are required by certain regulations (Information, Cancellation and Additional Charges) to ensure that certain information is

certains (Information, Cancellation and Additional Charges) to ensure that certain information is

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given or made available to You (i.e. before the Quotation and the Agreement has been signed) except in the context of the transaction. The information will, as part of the contract with You as

Consumer before We make Our contract with You. The information is already apparent from the Quotation and the Agreement has been signed. We will make it available to You before the Agreement is signed. All of that information, be part of the terms of Our

21.2 As required by the Regulation

21.2.1 all of the information

Clause 21.1; and

21.2.2 any other information about the Gardening Services, or the price of the Services, when deciding whether to accept the Quotation, or when making the contract

We will provide to You about the Gardening Services, or the price of the Services, which you take into account when deciding whether to accept the Quotation and sign the Agreement, or when making the contract for the Gardening Services,

will be a part of the contract

with You as a Consumer.

22. Law and Jurisdiction

22.1 These Terms and Conditions apply to you and Us (whether you are a consumer or otherwise) construed in accordance with the law of [England & Wales] [Scotland].

Contract, and the relationship between you and Us (whether you are a consumer or otherwise) shall be governed by, and shall be subject to the law of [England & Wales] [Northern Ireland] [Scotland].

22.2 As a consumer, you are protected by the mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or reduces your rights under those provisions.

As a consumer, you are protected by the mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or reduces your rights under those provisions.

22.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by your contract.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by your contract.

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THIS AGREEMENT

day of

BETWEEN:

- (1) <<Name of Trader>> [a company with registration number <<Company Registration Number>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Trader”)
- (2) <<Name of Customer>> of <<insert Address>> (“the Customer”)

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BACKGROUND:

- (1) The Trader provides gardening services to other clients and has reasonable skill, knowledge and expertise in the provision of such services
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Gardening Services”)
- (3) The Trader agrees to provide the Gardening Services to the Customer, subject to the attached Terms and Conditions of the Services Agreement.

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IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and phrases used in bold letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, whether or not where such information is already available to You:
 - 1.4.1 The main characteristics of the Gardening Services;
 - 1.4.2 Our identity and contact details;
 - 1.4.3 The total price of the Gardening Services including taxes or, if applicable, the Price Cap, and the manner in which it will be calculated;
 - 1.4.4 The arrangements for the performance and the time by which (or within which) the Gardening Services will be provided;
 - 1.4.5 Our complaint handling procedure.

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Conditions.

4.3 You acknowledge
Services are fully pe

right to cancel if the Gardening
lendar day cooling off period.

SIGNED for and on behalf of the T
<<Name and Title of person signing

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Authorised Signature

Date: _____

SIGNED by the Customer:

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Signature

Date: _____

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To: <<trader to insert trader's name and email address>>

and, where available, fax number

I/We (delete as appropriate) hereby
my/our (delete as appropriate) contract

(delete as appropriate) cancel
ces dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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