

GARDENER (SINGLE PERSON) - STANDARD CONDITIONS (B2C)

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 be carried out at their premises. Please read them carefully and if you have any questions, please contact us.

These Terms and Conditions apply to the provision of gardening services to a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

|                           |   |
|---------------------------|---|
| "Agreed Times"            | You and We agree for Us to have access to the property to complete the Job [as specified in the Quotation];   |
| "Agreement"               | The written agreement into which You and We will enter, which may be a Quotation. The Agreement will be subject to, these Terms and Conditions. A standard form of Agreement is attached to the Quotation;  |
| "Business"                | Any trade, craft or profession carried on by an individual person or organisation;  |
| "Consumer"                | A natural person as defined by the Consumer Rights Act 2015 who enters into these Terms and Conditions as a consumer of Us who receives the services for their personal use and for not more than one year only outside the purposes of any business; |
| "Deposit"                 | A sum of money which may be required to pay Us in advance of the start of the Job; see Clause 5;  |
| "Final Fee"               | A sum of money which You must pay Us which will be issued in accordance with the Terms and Conditions;  |
| "Gardening Services"      | The services We will provide as specified in the Quotation;   |
| "Job"                     | The performance of the Gardening Services;  |
| "Model Cancellation Form" | A standard form of cancellation form attached as an annex to these Terms and Conditions;  |
| "Order"                   | A written order for Us to provide the Gardening Services set out in Clause 4;   |

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|---------------------|--|
| <b>“Products”</b>   | the products and materials required for the provision of the Gardening Services which We will supply as specified in the Agreement;                  |
| <b>“Property”</b>   | Your home, as detailed in the Order and the Agreement, at which the Job is to take place including any outbuildings where work is to be carried out; |
| <b>“Quotation”</b>  | the quotation We give to You in accordance with the Agreement detailing the services We will provide to You and the fees We will charge;             |
| <b>“Quoted Fee”</b> | the fee set out in the Quotation which may vary according to the actual work undertaken as set out in clause 6 of these Terms and Conditions;        |
| <b>“Start Date”</b> | the date You and We agree on for Us to start providing the Gardening Services as specified in the Agreement;   |
| <b>“Trader”</b>     | Us or Our employee/s who will be responsible for providing the Gardening Services;   |
| <b>“Visit”</b>      | any occasion, scheduled or otherwise, on which We visit the Property to provide the Gardening Services;  |
| <b>“We/Us/Our”</b>  | the Trader and includes all employees, agents and subcontractors of the Trader; and  |
| <b>“You/Your”</b>   | a Consumer who is a customer of the Trader.  |

- 1.2 Any reference to any medium, including any electronic communication, sent by e-mail [or] [text message,] or other electronic communication, shall be deemed to have been received by the addressee.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer of any services.
- 1.7 Words in the singular will include the plural and vice versa.
- 1.8 References to gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information

- 2.1 We are a [insert type, e.g. sole trader, partnership, LLP, private limited company]
- 2.2 [We are a [insert trading name if different from company name]]

- name>>.]
- 2.3 [We are registered <<insert name>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> or if different from registered office <<insert address>>.]
- 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>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Terms and Conditions). When contacting Us in writing You may use:
- 3.2.1 contact Us by <<insert email address>>; or
- 3.2.2 contact Us by <<insert name>>, <<insert address>>.
4. **Orders**
- 4.1 We accept orders through <<insert methods e.g. telephone, online etc.>>.
- 4.2 When placing an Order, the following details are required. Details required include: the location and size of the garden, 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 Order form.]
- 4.3 Once the Order is completed, We will prepare a Quotation and send it to You by <<insert method>> (e.g. post). The Quotation will set out the required Deposit (see Clauses 5 and 6).
- 4.4 If We decide that We will accept the Order and provide a Quotation, We will inform You of this.
- 4.5 Before You accept the Quotation, You may request changes to the Order and We will provide a revised Quotation showing the requested changes. [We will provide You with an order form containing all amendments made to the Quotation.]
- 4.6 You may accept a Quotation by signing and dating it, or by <<insert method>> (e.g. 21 calendar days from the date of issue of the Quotation or, where applicable, a revised Quotation, by <<insert method>>). You must return it to Us within <<insert period>> of the date of issue of the Quotation or, where applicable, a revised Quotation.
- 4.7 If You wish to make changes to the Order after accepting the Quotation,

- please inform Us of any changes to the fees payable as a result of the change/s. We will then provide You with a revised Quotation where We decide that We can provide the change/s at the price that You requested. You may then accept that change/s by signing and dating the Agreement.
- 4.8 Where You have accepted the Quotation or, where applicable, where You have paid the Deposit, We will complete any work in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement and provide the Services to You. If You then sign and date the Agreement after You have paid the Deposit, a legally binding contract shall be entered into at that time come into effect requiring Us to provide the Services and for You to pay for them.
- 4.9 The acceptance of an Order or Quotation or any revised Quotation by Us shall not have any legally binding effect on You until the Agreement is signed and dated by both You and Us and the Deposit is paid.
5. **Deposit**
- 5.1 At the time of accepting the Quotation or not more than <<insert period e.g. 7 days>> depending on the nature of the work and any other conditions, in advance, We may require You to pay Us a sum of <<insert sum e.g. 25% of the Quoted Fee>>. We will not be obliged to provide the Services for You to sign until the Deposit is paid in full.
- 5.2 If You do not pay the Deposit for the Gardening Services, We may retain some or all of the Deposit for the Services 13, 14 and 15.
6. **Fees and Payment**
- 6.1 The price payable for the Gardening Services and the amount of any additional charges that may be required.
- 6.2 We will use only the Products (and quantities of Products) specified in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep You informed at all times, by minimum, will keep You informed at all times, and will obtain Your [written] agreement.
- 6.3 If the price payable for the Services that We need to procure increases during the acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to proceed, You may cancel the Agreement by giving Us notice in writing within <<insert period e.g. 30 calendar days>> of the date of the notice, and we will provide a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Final Fee are inclusive of any VAT chargeable. If the rate of VAT changes, We will adjust the amount of VAT that You must pay.
- 6.5 We will provide the Services to You as soon as the Job has been completed.
- 6.6 You must receive the Services within <<insert period e.g. 30 calendar days>> of the date of the notice.

- 6.7 We accept the following terms and conditions:
- 6.7.1 <<insert method of payment>>;
- 6.7.2 <<insert method of payment>>;
- 6.7.3 <<insert method of payment>>;
- 6.7.4 <<insert other terms and conditions>>.
- 6.8 If You do not pay a sum due to Us, We may charge You interest on the overdue sum at the rate of <<insert name of bank>> 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 cash or otherwise.
- 6.9 If You have promptly paid Us an invoice in good faith, We will not charge interest on the sum paid.

## 7. Gardening Services

- 7.1 We will provide the Gardening Services in accordance with the specification set out in the acceptance of the Agreement (as may be amended by agreement in writing) from time to time).
- 7.2 [We may provide You with plans or similar documents in advance of the Job. These are intended for illustrative purposes only and do not constitute a specification of the Job nor do they guarantee specific results.]
- 7.3 We will use reasonable care to ensure that the Products We use match those chosen by You. However, as plants, trees, shrubs and similar, Products as a result of differences in soil, weather, and other materials, and the Products themselves. Product specifications, where applicable, may vary. There may also be minor technical differences between the Products that will not affect Your use of them. If differences are identified, We will supply them with a replacement, if available, first, in advance of the Job. If You do not wish to accept a replacement, You may cancel the Agreement and receive a full refund of the Deposit, including, where applicable, the Deposit.
- 7.4 The responsibility for the Products (as the "risk") for the Products remains with Us until the Products are delivered to You at which point it will pass to You. You will be responsible for the Products once We have received payment in full.
- 7.5 We will ensure that the Gardening Services are performed with reasonable care and skill and to the standard which is consistent with best trade practice.
- 7.6 We will ensure that the Gardening Services are performed in accordance with relevant codes of practice.
- 7.7 We will ensure that the Gardening Services do not suffer damage as a result of Our provision of the Gardening Services. We will at Our expense make good any damage to You as soon as is reasonably practicable. We will take reasonable steps to protect the Property while We provide the Gardening Services. We will not be liable for any damage to the Property as a result of Your failure to follow such instructions.]

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7.8 We will ensure that all waste that results from Our provision of the Gardening Services is removed from the Property.

7.9 Where the Gardening Services will take more than one working day, We will ensure that the Property is left in a clean and tidy state and minimise any disruption to Your enjoyment of the Property while work is being carried out. We will, where possible, store all tools and materials only in areas agreed with You prior to the work being carried out or remove them from the Property at the end of each day.

## 8. Faulty Products

8.1 If any Product supplied to You in the course of Us providing the Gardening Services develops a defect with one or more of those Products or if the Product has been incorrectly described, You should inform Us using the contact details set out above in Clause 3.

8.2 Within 14 days after completion of the Job, You are entitled, at Your option, to keep the Product(s) at a reduced price, or to return the Product(s) to Us for a replacement or refund.

8.3 After 14 days, and for the first six months after completion of the Job, We will, at Our discretion, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is not agreed with You, You are entitled to a full refund. Alternatively, We may offer to supply the Product at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if the defect is caused by a failure to follow instructions given by Us or as a result of normal wear and tear.

8.4 After six months after completion of the Job, if any Product develops a defect, We will, at Our discretion, repair or replace the Product in question if the Product was faulty at the time We supplied it to You. You may be entitled to a repair or replacement or a refund for up to six years depending upon the nature of the defect and how long it can reasonably be expected to last.

## 9. Problems with the Gardening Services

9.1 If the Gardening Services result in a problem as a result of the Gardening Services, i.e. they have not been carried out with reasonable care and skill, You are entitled to ask Us to repeat the Gardening Services, or to get a price reduction if this is not possible.

9.2 We will make every effort to ensure that Our provision of the Gardening Services is free-of-charge. If, however, there is a problem with the Gardening Services, we will make every effort to ensure that You inform Us as soon as is reasonably possible. We will make every effort to remedy problems with the Gardening Services as soon as is reasonably possible and practical.

9.3 We will not be liable for remedying problems under this Clause 9 where the problem has been caused by Us [or where nobody is at fault]. If We have been caused by incorrect or incomplete information provided or taken by You, We may charge You for the cost of remedying the problem.

9.4 As a condition of the purchase of certain legal rights with respect to the purchase of the Gardening Services, You agree to read the details of your legal rights and guidance on the back of this document.

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- and p <<insert location(s)>>.
- 11.3 If You contact Us about any aspect of Your dealings with Us, please contact Us using any of the following ways:
- 11.3.1 You may write to <<insert name and/or position and/or address>>;]
- 11.3.2 You may write to <<insert name and/or position and/or email address>>;]
- 11.3.3 You may complete the Model Cancellation Form, following the instructions included with the form.
- 11.3.4 You may call the telephone on <<insert telephone number>> [and <<insert fax number>> when prompted.]]
12. **Changing the Start Date**
- 12.1 If You request a revised Start Date:
- 12.1.1 You shall, where reasonably possible, agree a revised Start Date with Us.
- 12.1.2 We shall, where reasonably possible, agree a revised Start Date either You or We may request (see Clause 15).
- 12.2 If We request a revised Start Date, You may either:
- 12.2.1 Agree a revised Start Date with Us; or
- 12.2.2 Refuse the request (see Clause 15).
13. **Cancellation of the Cooling Off Period**
- 13.1 Where the Products are made “on Our premises”, You have a statutory right to cancel. This period begins once the contract between You and Us is made.
- 13.1.1 For the Products supplied, at the end of 14 calendar days after the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day of the final instalment; and
- 13.1.2 For the Cooling Services, at the end of 14 calendar days after the contract is formed.
- 13.2 If You wish to exercise the right to cancel within the cooling off period, You should provide a clear statement (e.g. a letter sent by post or email to the email address specified in these Terms and Conditions) using the Model Cancellation Form, but You do not have to.
- 13.3 To meet the deadline, it is sufficient for You to send Your statement of the exercise of the right to cancel before the deadline.
- 13.4 If You exercise the right to cancel You will receive a full refund of any amount paid by You under the contract (including, but not limited to, the Deposit).



- 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 a refund.
- 13.6 We will process the refund without undue delay and, in any case, within a period of 14 calendar days after the day on which We are notified of the cancellation.
- 13.7 If You exercise the right of withdrawal in respect of the Products:
- 13.7.1 We will issue the refund within the <<insert 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 within 14 calendar days of the day on which You are notified of the refund.
- 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied by Us as a result of unnecessary handling by You;
- 13.7.4 Please also ensure that the Products do not become inseparably mixed with other goods and cannot be returned.
- 13.8 If the Start Date falls within the 14-calendar day cooling off period, You must make an express request for provision of the Gardening Services to begin within the 14-calendar day cooling off period. Your request forms a normal part of the ordering process.] If You do not make such a request, You acknowledge and agree to the following:
- 13.8.1 If the Job is completed within the 14-calendar day cooling off period, You will lose the Deposit; the Job is completed;
- 13.8.2 If You cancel the Job after the provision of the Gardening Services has begun, You must pay for the Gardening Services and return to Us any Products supplied up until the point at which You notify Us of Your wish to cancel;
- 13.8.3 The amount of the refund will be in proportion to the full price of the Gardening Services already provided. Any Deposit already been paid for the Gardening Services will be added to the refund, after deductions calculated on this basis;
- 13.8.4 We will process the refund within the <<insert normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the refund after the 14-calendar day cooling off period has expired.
- 14. Cancellation Outside of the Cooling Off Period**
- 14.1 In addition to Your right of withdrawal, You may terminate the Agreement (the "Job") at any time before the Start Date (if relevant):
- 14.1.1 If You cancel the Job after the 14-calendar day cooling off period has expired (or if the 14-calendar day cooling off period has not yet expired but more than <<e.g. 7 calendar days>> before the Start Date), We will refund the Deposit, if applicable,

- paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 14.1. If You cancel the Agreement after the 14 calendar day cooling off period has expired (if applicable) and less than <<e.g. 7 calendar days>> after the Start Date, We will retain from the Deposit, if any, an amount to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of the date Our net financial loss is more than the amount retained. If no Deposit has been paid), We will invoice You for the net financial loss. You will be required to make payment in full within 14 calendar days of invoice.
- 14.2 We reserve the right to terminate the Agreement before the Start Date due to the unavailability of personnel or materials, or due to the occurrence of an event outside of Your reasonable control. If such cancellation is necessary, We will refund the Deposit as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.
15. **Termination**
- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice.
- 15.1.1 We reserve the right to terminate the Agreement in any material way and have failed to provide the Gardening Services within <<insert period>> of You asking Us in writing.
- 15.1.2 We reserve the right to terminate the Agreement if You are bankrupt or have an administrator or receiver appointed.
- 15.1.3 We reserve the right to terminate the Agreement if You have been unable to agree a revised Start Date or You have failed to agree the Agreement under Clause 12;
- 15.1.4 We reserve the right to terminate the Agreement if You fail to provide the Gardening Services due to an event outside of Our control (see Clause 17).
- 15.2 We reserve the right to terminate the Agreement with immediate effect by giving You written notice.
- 15.2.1 We reserve the right to terminate the Agreement if You fail to make payment on time as required under Clause 6 (this includes late payment) and We have the right to charge interest on overdue sums under Clause 16.
- 15.2.2 We reserve the right to terminate the Agreement in any material way and have failed to provide the Gardening Services within <<insert period>> of Us asking You in writing.
- 15.2.3 We reserve the right to terminate the Agreement if You have been unable to agree a revised Start Date under Clause 12.
- 15.2.4 We reserve the right to terminate the Agreement if You have been granted access to the Property and We have been unable to re-arrange the Gardening Services under sub-clause 15.1.4.
- 15.2.5 We reserve the right to terminate the Agreement if You fail to provide the Gardening Services for more than 14 calendar days due to an event outside of Our control (see Clause 17).

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15.3 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. If a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

15.4 If at the termination of the Agreement:

15.4.1 You have made a Deposit, which has not yet been provided to You, We will, upon termination, reasonably provide to You (or charge You) the amount of the Deposit as a result of the termination of the sub-Clauses of this Clause;

(including, but not limited to, the Gardening Services We have not yet provided to You) will be refunded to You as soon as is practicable, but not later than 14 calendar days of the termination of the Agreement, or, deduct from such a refund (or charge You) the amount of the Deposit for the net costs We will incur in providing the Gardening Services if We terminate it under this Clause;

15.4.2 We have provided to You any refund due to You or, if no refund is due to You, You will be required to reimburse Us for those sums and You will be bound to comply with Clause 6.

## 16. Effects of Termination

16.1 If the Agreement is terminated:

16.1.1 Any Clauses of the Agreement which, by 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 will not affect any right to damages or other remedies which You may have in respect of any breach of the Agreement which occurred prior to the date of termination.

## 17. Events Outside of Our Control

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions if such failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but not limited to: power failure, internet service provider failure, strike, riot, civil unrest, industrial action by third parties, fire, flood, storm, flood, storms, earthquakes, war (declared, threatened or actual), acts of war (declared, threatened or actual), acts of war (declared, threatened or actual), epidemic, pandemic, or other natural disaster or dissimilar event that is beyond Our reasonable control.

17.2 If any Force Majeure event 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 for the performance of Our obligations will be extended accordingly;

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- 17.2. When the event outside of Our control is over and new dates, times or availability of Gardening ;
- 17.2. terminate the Agreement (see Clause 15).

18. **Liability**

- 18.1 We will not be responsible for any foreseeable loss or damage that You may suffer as a result of these Terms and Conditions or as a result of Our negligence or if it is an obvious consequence of Your negligence or if it is contemplated by You and Us when we entered into the Agreement. We will not be responsible for any loss or damage that is not foreseeable.
- 18.2 We will maintain and valid insurance including public liability insurance for the Services.
- 18.3 We provide the Services for domestic and private purposes only. We do not warrant or represent that the Services are fit for commercial, business or any other purpose of any kind. We will not be liable to You for any loss or damage, including loss of business, interruption to business or for any loss of profit.
- 18.4 If We cause damage to the Property or anything in it, We will make good the damage at our cost to You. We are not responsible for any pre-existing damage to Your property that We may discover while providing the Services.
- 18.5 [Our liability for damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement by Us is limited to £<<insert amount>>].
- 18.6 We do not accept liability for any loss or damage You suffer which results from Your failure to follow the instructions given by Us.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for personal injury caused by Our negligence or for fraud or intentional tort.
- 18.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights under any consumer protection legislation. For more information please refer to Your local Citizens Advice Bureau or Trading Standards.

19. **How We Use Your Data (Data Protection)**

We will only use Your data as set out in Our <<insert document name, e.g. Privacy Notice>> at <<insert location(s)>>.

20. **Other Important Information**

- 20.1 We reserve the right to change these Terms and Conditions without giving You notice, but we will make our reasonable endeavours to inform You as soon as possible of any such changes.
- 20.2 We reserve the right to assign our obligations and rights under the Agreement to a third party.

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- third party (this may occur, We will inform you, but this will not be affected and Our 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 permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is binding on You and no person or third party other than You or Us will be entitled to enforce any provision of the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of the Agreement 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 of those rights, and no waiver by Us or You of a provision of the Agreement shall mean that We or You will waive any other provision.
- 21. Regulations and Information**
- 21.1 We are required by certain regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You before We make Our contract with You (i.e. before We provide You with a Quotation and the Agreement has been signed by You). Where this information is already apparent from the context of the transaction or the Agreement or Quotation or We will make it available to You before You accept the Agreement. All of that information will, as a condition of the contract with You as a Consumer, be part of the terms of Our Agreement.
- 21.2 As required by the Regulations:
- 21.2.1 all of the information specified in sub-Clause 21.1; and
- 21.2.2 any other information that we are required to provide to You about the Gardening Services, or which you take into account when deciding whether to enter into the Agreement, or when making use of the Gardening Services, which will be a part of the terms of the Agreement with You as a Consumer.
- 22. Law and Jurisdiction**
- 22.1 These Terms and Conditions, and the relationship between You and Us (whether or not arising out of or in connection with) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 22.2 As a Consumer, You acknowledge that Clause 22.1 above takes away or restricts those provisions of the law in your country of residence which would otherwise reduce your rights or obligations.

22.3 Any proceedings or claim between you and Us relating to the Agreement, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the applicable law.

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THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- (1) <<Name of Trader>> [a company 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”)

**BACKGROUND:**

- (1) The Trader provides gardening services to other customers and has reasonable skill, knowledge and experience in providing 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 Sale (“the Terms and Conditions”).

**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 expressions 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, 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 can be calculated in advance, 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 performed;
- 1.4.5 Our complaint handling policy.

- 1.4.6 agreement, where applicable, or if this Agreement  
duration or is to be extended automatically, the  
ing it.
- 1.5 As r Consumer Contracts (Information, Cancellation and  
Addit ons 2013:
- 1.5.1 described in Clause 1.4; and
- 1.5.2 which We give to You about the Gardening  
which You take into account when entering into  
when making any other decision about the
- will b r contract with You as a Consumer.
2. **The Garden**
- 2.1 We w
- 2.1.1 Gardening Services on the Start Date of <<insert
- 2.1.2 b by <<insert date>>;
- 2.1.3 g Services during the Agreed Times of <<insert  
times as You and We may agree in writing;
- 2.1.4 g Services at the Property located at <<insert
- 2.1.5 g Services in accordance with the specification  
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- 2.2 The Gardening Services is [as follows: <<insert full  
desc provided>>] **OR** [attached].
- 2.3 The y are [as follows: <<insert full description of  
produ R [listed in the attached specification].
- 2.4 You a ting to vary the specification from time to time.
3. **Fees and Pa**
- 3.1 You of £<<insert sum>> for the Gardening Services  
(subj t in the Terms and Conditions). This sum may be  
broke
- 3.1.1 of all sums payable>>; [and
- 3.1.2 <<insert amount>> .
- 3.2 <<Ins ums due (if any) as detailed in the Quotation>>.
4. **Waiver of C**
- 4.1 By s You request Us to commence provision of the  
Gard ately and not to wait for the 14-calendar day  
cooling in Clause 13 of the Terms and Conditions to  
expir
- 4.2 You exercise the right to cancel You will be liable to



pay Us for the Gardening Services until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

4.3 You acknowledge that the Gardening Services are fully paid for by You.

and up until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

right to cancel if the Gardening Services are not provided within a calendar day cooling off period.

SIGNED for and on behalf of the Terms and Conditions  
<<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:  
<<Name of Customer>>

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to insert geographical address and, where available, email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel gardening services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: