

GARDENING SERVICES (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 performed on a regular basis. Please read these Terms and Conditions carefully and ensure that you understand them. If you have any questions, please contact us.

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 performed on a regular basis. Please read these Terms and Conditions carefully and ensure that you understand them. If you have any questions, please contact us.

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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 performed on a regular basis. Please read these Terms and Conditions carefully and ensure that you understand them. If you have any questions, please contact us.

1. Definitions and Interpretation

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

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

"Agreed Times"	the times specified in the Agreement;
"Agreement"	the written agreement into which You and We will enter, including any Quotation. The Agreement will be subject to, these Terms and Conditions. A standard form of Agreement is attached as Appendix A;
"Business"	trade, craft or profession carried on by an individual person or organisation;
"Consumer"	a person defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions who is not a business customer of Us who receives the Gardening Services for their personal use and for purposes wholly or mainly outside the purposes of any business;
"Gardening Services"	the Gardening Services We will provide as set out in the Agreement;
"Model Cancellation Form"	the Model Cancellation form attached as Appendix B;
"Monthly Fee"	the fee You are to pay for the Gardening Services as set out in the Agreement;
"Order"	the request for Us to provide the Gardening Services set out in Clause 2;
"Products"	the materials required for the provision of the Gardening Services which We will supply as set out in the Agreement;

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“Property”		Your home, as detailed in the Order and the Agreement, at which We are to provide the Gardening Services including the site/s where work is to be carried out;
“Quotation”		The quotation We give to You in accordance with Clause 2 detailing the services We will provide to You and the fees We will charge;
“Service Period”		A period of one month beginning on the Start Date and repeating until the Agreement is cancelled or terminated;
“Start Date”		The date You and We agree on for Us to start providing the Gardening Services as specified in the Agreement;
“Trader”		Us or Our employee/s who will be responsible for providing the Gardening Services;
“Visit”		Any occasion, scheduled or otherwise, on which We visit the Property to provide the Gardening Services;
“We/Us/Our”		The Trader and includes all employees, agents and subcontractors of the Trader;
“You/Your”		A Consumer who is a customer of the Trader.

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- 1.2 Any reference to any electronic communication sent by e-mail [or] [text message,] or other electronic communication shall include any similar expression, includes a reference to any communication sent by e-mail [or] [text message,] or other electronic communication.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “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 reference to these Terms and Conditions are for convenience only and do not constitute an incorporation of these Terms and Conditions.
- 1.7 Words in the singular number will include the plural and vice versa.
- 1.8 References to gender shall include any other gender.
- 1.9 References to gender shall, unless the context otherwise requires, include both the male and female genders.

2. Information

- 2.1 We are a [We are a sole trader, partnership, LLP, private limited company, etc.] type, e.g. sole trader, partnership, LLP, private limited company, etc.
- 2.2 [We are registered in the <<insert trading name if different from company name>> country of registration]
- 2.3 [We are registered in the <<country of registration>> under number <<Company registration number>>]

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- Registration Number
- 2.4 [Our registered office <<insert address>>.]
- 2.5 [Our main trading address <<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 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 its 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 via <<insert methods e.g. telephone, internet>>.
- 4.2 When placing an Order You must provide, in detail, the Gardening Services required. Details required include: the location of the Property, the size of the garden, the type of plants, trees or similar that are required and/or that are to be removed, and the frequency of Visits required. [We will provide You with a Quotation containing prompts for all required information.] [All such information must be provided in the Agreement.]
- 4.3 Once the Order is accepted by Us, We will prepare a Quotation and send it to You by <<insert method>> or by post. The Quotation will set out the required Monthly Fee.
- 4.4 If We decide that We will accept the Order and provide a Quotation, We will inform You of this in writing.
- 4.5 Before You accept the Quotation, You may request changes to the Order and We may request changes to the Quotation. You may request changes to the Quotation to incorporate any or all amendments made to the Order.
- 4.6 You may accept a Quotation by signing and dating it and returning it to Us within <<insert period>> of the issue of the Quotation or, where applicable, a revised Quotation, by returning it to Us within <<insert period>> of the 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 contact Us <<insert contact details>> to determine whether or not the change/s can be accommodated. We will inform You of the result and We will provide a revised Quotation where We decide that We can accommodate the change/s.

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Us the accepted Quotation or, where applicable,
will complete any blanks in the Agreement in
ed Quotation, attach a copy of the Order and
Agreement, sign and date the Agreement, and
sign and date the Agreement and return it to Us, a
When You and Us will at that time come into effect
Gardening Services and for You to pay for them.

4.9 The
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r Us shall not have any legally binding effect on
Agreement is signed and dated by both You and

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5. Fees and P

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Fee based on the following factors:

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- Gardening Services required>>;
- Size of garden>>;

5.2 The
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of any VAT chargeable. If the rate of any such
the amount of VAT that You must pay.

5.3 We v
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Products supplied as part of our provision of the
will seek your approval before supplying and
s. You may, if you wish, authorise Us to supply
ue each month without seeking approval.

5.4 If the
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We need to procure increases between Your
purchase of the Products, We will inform You of
approval to proceed. You may, if you wish, pre-
age increase in the price of Products.

5.5 We v
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Service Period.

5.6 You
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within <<insert period e.g. 30 calendar days>> of

5.7 We a

ods of payment:

- credit/debit card>>;
- cash>>;
- cheque>>;
- as required>>.

5.8 If Yo
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by the due date, We may charge You interest on
of <<insert percentage>>% above the base rate
from time to time until payment is made in full.
basis from the due date until the actual date of
after judgment.

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5.9 If You have promptly provided an invoice in good faith, We will not charge interest on any amount outstanding.

6. Gardening Services

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6.1 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).

6.2 We will begin to provide Gardening Services on the Start Date and will continue to provide them until the Agreement is terminated in accordance with the Terms and Conditions.

6.3 We will use reasonable endeavours to ensure that You are always assigned the same gardener. If the assigned gardener is unavailable, We will inform You of any change prior to the start of the Gardening Services.

6.4 [We may, from time to time, provide You with photographs, sketches, photos, photos, impressions, plans or similar documents. Any such documents are for illustrative purposes only and is not intended to provide a guarantee of the quality of the Gardening Services nor to

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6.5 We will use reasonable endeavours to ensure that the Products We use match those chosen by You. We will not supply plants, trees, shrubs and similar Products as a result of differences in soil conditions, weather conditions, other materials, and the Products themselves. Product availability may vary. There may also be minor technical differences between the Products that will not affect Your use of them. If during the course of the Gardening Services, You require Products different from those chosen by You are required to be supplied, We will only supply the alternative Products if You agree to do so. If when We consult You, You tell Us that You do not agree to the alternative Products, the non-supply of the alternative Products shall be regarded as an event of force majeure – see Clause 14) and You shall be responsible for that reason under Sub-Clause 12.2.4.

6.6 The responsibility for the Products supplied to You 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 if We have received payment in full for them.

6.7 We will ensure that the Gardening Services are performed with reasonable care and skill and in accordance with the best practice in the gardening industry.

6.8 We will ensure that the Gardening Services are performed in accordance with relevant codes of practice.

6.9 We will properly care for the Property and ensure that any damage that results from provision of the Gardening Services is repaired.

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6.10 We will ensure that the Gardening Services do not cause the Property to suffer damage as a result of Our provision of the Gardening Services. We will at Our expense make good any damage to the Property caused by Us or Our employees or agents to You as soon as is reasonably practicable. We will take all reasonable steps to protect the Property from damage as a result of Our provision of 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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6.11 We will ensure that we will, where possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment while work is being carried out. We will wherever possible use materials only in areas where work is being carried out and clear the Property at the end of each working day.

6.12 If garden furniture or plants (other than the normal remit of the Gardening Services is required (e.g. damaged plants or storm damage, for example) We will perform such work and will add the costs of such work to the Service Period in which the work takes place.

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7. **Faulty Products**

7.1 If any Product(s) supplied in the course of Us providing the Gardening Services is/are found to have a defect with one or more of those Products or if the Product(s) have been incorrectly described, You should inform Us as soon as possible as set out above in Clause 3.

7.2 Within 14 days after supply of any Product(s), You are entitled to a full refund, or a partial refund, to keep the Product(s) at a reduced price if the defect is minor.

7.3 After 14 days, and for the first six months after supply of any Product(s), We will, at Our option, repair or replace any defective Product(s). If repair or replacement is not practicable or possible, or if a replacement is not successful, You are entitled to a full refund. Alternatively, We may offer to supply the Product(s) at a reduced price. This right may not apply if the defect has been caused deliberately or as a result of Your failure to follow instructions given by Us or if the defect is due to the Product.

7.4 After six months after supply of any Product(s), if any Product(s) is/are found to be faulty at the time You took ownership of it. You may be entitled to a partial refund for up to six years depending upon how long it can reasonably be expected to last.

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8. **Problems with Gardening Services**

8.1 If the Gardening Services are not provided 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.

8.2 We will make reasonable efforts to ensure that Our provision of the Gardening Services is free-of-charge. If, however, there is a problem with the Gardening Services, You must first that You inform Us as soon as is reasonably possible. We will make reasonable efforts to remedy problems with the Gardening Services as is reasonably possible and practical.

8.3 We will not be liable for remedying problems under this Clause 8 where the problem is caused by Us [or where nobody is at fault]. If We determine that the problem has been caused by incorrect or incomplete information provided or taken by You, We may charge You for the cost of remedying the problem.

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Nevertheless we want to hear from You if You have

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accordance with Our complaints handling policy
<<insert location(s)>>.

10.3 If Yo
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ut any aspect of Your dealings with Us, please
contact Us in the following ways:

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d to <<insert name and/or position and/or
t address>>];

10.3.
d to <<insert name and/or position and/or
t email address>>];

10.3.
form, following the instructions included with the

10.3.
telephone on <<insert telephone number>> [and
ert number>> when prompted.]]

11. **Cancellation and Cooling Off Period**

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11.1 Whe
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made "on Our premises", You have a statutory
right to cancel. This period begins once the contract between
Us and You is formed.

11.1.
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

11.1.
Cleaning Services, at the end of 14 calendar days
after the contract is formed.

11.2 If Yo
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agreement 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) and a completed Model Cancellation Form, but You do not have

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eadline, it is sufficient for You to send Your
statement of the exercise of the right to cancel before the
cooling off period ends.

11.4 If Yo
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cancel You will receive a full refund of any amount
paid by You under the contract.

11.5 We v
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will refund the same method used to make the payment,
unless You have agreed otherwise. In any case, You will not incur
any financial charges or interest.

11.6 We v
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will refund the value to You as a result of a cancellation without
charge, within the period of 14-calendar days after the
end of the cancellation.

11.7 If Yo

cancel in relation to Products:

11.7.
d within <<insert normal refund period>> and in
any event within 14-calendar days after We receive the relevant
statement. We will not include standard delivery charges if You send the

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11.7.2 You must return the Products within 14-calendar days of the day on which You receive them to cancel and return them;

within 14-calendar days of the day on which You receive them to cancel and return them;

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

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

11.7.4 Please also ensure that the Products do not become inseparably mixed with other products and parts; not be returned.

Please also ensure that the Products do not become inseparably mixed with other products and parts; not be returned.

11.8 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. [The request forms a normal part of the ordering process.] You must acknowledge and agree to the following:

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. [The request forms a normal part of the ordering process.] You must acknowledge and agree to the following:

11.8.1 If You cancel the Agreement after provision of the Gardening Services has begun, You must pay for the Gardening Services supplied and the Products supplied and not be returned to Us up until the point at which You wish to cancel;

If You cancel the Agreement after provision of the Gardening Services has begun, You must pay for the Gardening Services supplied and the Products supplied and not be returned to Us up until the point at which You wish to cancel;

11.8.2 The amount of the Monthly Fee that have already been paid for the Gardening Services that have already been provided will be refunded to You on this basis;

The amount of the Monthly Fee that have already been paid for the Gardening Services that have already been provided will be refunded to You on this basis;

11.8.3 We will process Your request in any event within the <<insert normal refund period>> and Your wish to cancel within 14-calendar days after You inform Us of Your wish to cancel;

We will process Your request in any event within the <<insert normal refund period>> and Your wish to cancel within 14-calendar days after You inform Us of Your wish to cancel;

11.9 Clause 12 applies to the Agreement after the 14-calendar day cooling off period has ended.

Clause 12 applies to the Agreement after the 14-calendar day cooling off period has ended.

12. Termination

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12.1 In addition to Your right to terminate the Agreement during the cooling off period, You may terminate the Agreement at any time by giving Us at least <<insert period>> written notice if:

In addition to Your right to terminate the Agreement during the cooling off period, You may terminate the Agreement at any time by giving Us at least <<insert period>> written notice if:

12.2 You may terminate the Agreement with immediate effect by giving Us written notice if:

You may terminate the Agreement with immediate effect by giving Us written notice if:

12.2.1 We have breached the Agreement in any material way and have failed to remedy the breach within the <<insert period>> of You asking Us in writing to do so;

We have breached the Agreement in any material way and have failed to remedy the breach within the <<insert period>> of You asking Us in writing to do so;

12.2.2 We enter into liquidation, administration or receivership or we are taken over by an administrator or receiver appointed by a court;

We enter into liquidation, administration or receivership or we are taken over by an administrator or receiver appointed by a court;

12.2.3 We cannot provide the Gardening Services that You have requested at any time after the Start Date and You do not accept the offer of an alternative accommodation; or We tell you that We will charge to You the cost of the Gardening Services that You have requested at any time after the Start Date and You do not accept the offer of an alternative accommodation;

We cannot provide the Gardening Services that You have requested at any time after the Start Date and You do not accept the offer of an alternative accommodation; or We tell you that We will charge to You the cost of the Gardening Services that You have requested at any time after the Start Date and You do not accept the offer of an alternative accommodation;

12.2.4 We are unable to provide the Gardening Services due to an event outside of Our control (including but not limited to fire, flood, pest, or weather);

We are unable to provide the Gardening Services due to an event outside of Our control (including but not limited to fire, flood, pest, or weather);

12.2.5 We wish to terminate the Agreement and Conditions to Your material disadvantage.

We wish to terminate the Agreement and Conditions to Your material disadvantage.

12.3 We may need to terminate the Agreement before the Start Date due to the unavailability of resources, or due to the occurrence of

We may need to terminate the Agreement before the Start Date due to the unavailability of resources, or due to the occurrence of

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an event beyond Our reasonable control (Force Majeure – see Clause 14).
If such an event occurs, We will inform You as soon as is reasonably possible.

12.4 After the termination of the Agreement, We may terminate the Agreement at any time by giving You a <<insert period>> written notice.

12.5 We may terminate the Agreement with immediate effect by giving You written notice.

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12.5.1 We may terminate the Agreement if You fail to make payment on time as required under Clause 5 (this includes the right to charge interest on overdue sums under Clause 5.2).

12.5.2 We may terminate the Agreement in any material way and have failed to do so within <<insert period>> of Us asking You in writing to do so.

12.5.3 We may terminate the Agreement if You have had persons with access to the Property and We have been unable to re-arrange the Gardening Services under sub-clause 5.2.1.

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12.5.4 We may terminate the Agreement if You fail to provide the Gardening Services for more than <<insert period>> weeks due to an event outside of Our control (Force Majeure – see Clause 14).

12.6 For the purposes of clause 12 a breach of the Agreement will be considered material if it is not minimal or trivial in its consequences to You. However, whether or not a breach is material no regard will be had to any breach caused by any accident, mishap, mistake or misadventure.

13. **Effects of Termination**

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13.1 If the Agreement is terminated for any reason the provisions of this Clause 13 will apply.

13.2 If at the time of termination of the Agreement You have any sums payable to Us for any Gardening Services We will refund to You as soon as possible, and in any event within 14-calendar days of the termination of the Agreement. We may, however, deduct from such a refund (or other compensation for the net costs We will incur in making the Agreement if We terminate it under sub-clause 12.5.2, or 12.5.3;

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13.2.1 any sums payable to Us for Gardening Services that You have not yet paid for, and any sums deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be liable to pay them in accordance with Clause 5.

13.3 Any terms and conditions of the Agreement, expressly or by their nature, relate to the period of the Agreement will remain in full force and effect after termination.

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13.4 Terms and conditions which purport to reduce any right to damages or other remedy which You may have in respect of any breach of the Agreement will be void from the date of termination.

14. **Events Outside of Our Control**

14.1 We will not be liable under these Terms for any delay or failure to perform Our obligations if the failure or delay results from any cause that is beyond Our control ("Force Majeure"). Such Force Majeure causes include, but are not limited to: power failure, internet service provider failure, strike, riot, industrial action by third parties, terrorism, flood, storms, earthquakes, subsidence, acts of war (declared, undeclared, threatened or actual), acts of war (declared, threatened or actual), acts of war (declared, threatened or actual), epidemic, pandemic, or other natural disaster or other natural disaster. Our reasonable control.

14.2 If any Force Majeure event occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

14.2.1 We will inform You as soon as reasonably possible;

14.2.2 Our obligations will be suspended and any time limits that We have agreed will be extended accordingly;

14.2.3 We will inform You if the event outside of Our control is over and provide details of the times or availability of Gardening Services as soon as possible;

14.2.4 You or We may terminate the Agreement (see Clause 12).

15. **Liability**

15.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence or breach of these Terms if the loss or damage is foreseeable if it is an obvious consequence of the negligence or breach 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 foreseeable.

15.2 We will maintain adequate insurance including public liability insurance.

15.3 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 loss of business opportunity resulting from the use of the Gardening Services.

15.4 If We cause any damage to Your property, we will make good that damage at no cost to You, provided that the damage is not caused by existing faults or damage to the property that We may discover while providing the Gardening Services.

15.5 [Our total liability for any loss or damage caused by Us as a result of Our negligence or breach of these Terms or the Agreement by Us is limited to £<<insert sum>>.]

15.6 We are not liable for any loss or damage that You suffer which results from Your failure to follow any instructions given by Us.

15.7 Nothing in these Terms is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud.

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- 15.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights under any applicable consumer protection legislation. For more details please refer to Your local Citizens Advice Bureau or Trading Standards.
- 16. **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)>>.
- 17. **Other Important Provisions**
 - 17.1 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.
 - 17.2 We may transfer Our obligations and rights under the Agreement to a third party, for example, if We sell Our business). If this occurs, We will give You written notice. Your rights under the Agreement will not be affected. Your obligations under the Agreement will be transferred to the third party and You will remain bound by them.
 - 17.3 You may assign Your obligations and rights under the Agreement, but only with Our written permission (such permission not to be unreasonably withheld).
 - 17.4 The Agreement is for Your use only and no such person or party will be entitled to enforce the Agreement.
 - 17.5 If any provision of the Agreement or these Terms and Conditions is held by a court to be invalid or unenforceable in whole or in part the remaining provisions of the Agreement or these Terms and Conditions will remain valid and the provision in question will not be affected.
 - 17.6 No failure to exercise or delay in exercising any rights under the Agreement shall constitute a waiver of that right, and no waiver by Us or You of a provision of the Agreement means that We or You will waive the same or any other provision.
- 18. **Regulations**
 - 18.1 We are subject to the Consumer Contracts (Information, Cancellation and Additional Ties) Regulations 2013 to ensure that certain information is given to You as a Consumer before We make Our contract with You. If You have accepted the Quotation and the Agreement has been made, We will give You that information where that information is already apparent from the context of the Agreement or where We have included the information itself either in the Quotation or in the Agreement for You to see, or We will make it available to You before You accept the Quotation and sign the Agreement. All of that information, where required by the Regulations, be part of the terms of Our contract with You as a Consumer.
 - 18.2 As required by the Regulations, the following information applies:

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18.2.2 any other in
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tion and sign the Agreement, or
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h You as a Consumer.

19. Law and Jurisdiction

19.1 These Terms and
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rwise) shall be governed by and
gland & Wales] [Northern Ireland]

19.2 As a Consumer, yo
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mandatory provisions of the law in
Clause 19.1 above takes away or
those provisions.

19.3 Any dispute, contro
to these Terms and
You and Us (whe
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aim between you and Us relating
ment, or the relationship between
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Scotland, or Northern Ireland, as

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of <<Country of Registration>> under number <<C number>> whose registered office is at] OR [of <<insert Add d
- (2) <<Name of C Address>> ("the Customer")

BACKGROUND:

- (1) The Trader provides to consumer customers and has reasonable skill, knowle field.
- (2) The Custom ("the Garder e Trader to provide the services specified below
- (3) The Trader a rdening Services to the Customer, subject to the attached Te the terms of this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 This the attached Terms and Conditions.
- 1.2 In thi n initial capital letters have the same meaning as they onditions.
- 1.3 A leg We s between You and Us will be created when You and
- 1.4 We d ledge that We have given or made available to You n (save for where such information is already appa he transaction):
 - 1.4.1 cs of the Gardening Services;
 - 1.4.2 ct details;
 - 1.4.3 e for the Gardening Services including taxes or, if calculated in advance, the manner in which it will
 - 1.4.4 payment, performance and the time by which (or rtake to perform the Gardening Services;
 - 1.4.5 ng policy;

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1.4.6 The duration of the Agreement shall be applicable, or if this Agreement is of indefinite duration, it shall be extended automatically, the conditions for extension shall be as follows:

1.5 As required by the Consumer Protection Act (Information, Cancellation and Additional Charges)

1.5.1 all of the information shall be provided in accordance with clause 1.4; and

1.5.2 any other information shall be provided to You about the Gardening Services or the Terms and Conditions of this Agreement and You shall take into account any other decision about the Gardening Services.

1.5.3 The information shall be provided to You as a Consumer.

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2. The Gardening Services

2.1 We will:

2.1.1 begin to provide the Gardening Services on the Start Date of <<insert date>>;

2.1.2 provide the Gardening Services during the Agreed Times of <<insert times>> or such other times as may be agreed in writing;

2.1.3 provide the Gardening Services at the Property located at <<insert address>>;

2.1.4 perform the Gardening Services in accordance with the specification referred to in clause 2.2.

2.2 The specification for the Gardening Services is [as follows: <<insert full description of services >>] [attached].

2.3 The Products we supply shall be as follows: <<insert full description of products to be supplied >> [attached specification].

2.4 You and We may agree to vary the specification from time to time.

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3. Fees and Payment

3.1 You will pay a Monthly Fee of <<insert sum>> for the Gardening Services. This sum may be broken down as follows:

3.1.1 <<insert a breakdown of the Monthly Fee >>.[and

3.1.2 Value Added Tax of <<insert amount >>

3.2 <<Insert full details of the Monthly Fee >> (as detailed in the Quotation>>).

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4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Gardening Services and to waive the right to wait for the 14-calendar day cooling off period provided for in clause 1.5 of the Terms and Conditions to expire.

4.2 You acknowledge that You have the right to cancel You will be liable to pay Us for the Gardening Services provided up until the point at which You

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ancel, as set out in Clause 11 of the Terms and

SIGNED for and on

<<Name and Title of

Trader>>

Authorised Signatur

Date: _____

SIGNED by the Cust

<<Name of Custom

Signature

Date: _____

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SCHEDULE 2

CANCELLATION FORM

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

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

Name of consumer

Address of consumer

Signature of consumer

Date:

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