

## **Terms and Conditions**

All of the following Terms and Conditions shall apply to each and every agreement for the supply of Services and Goods by the Company to the Client.

### **Definitions:**

"The Company" refers to the Company (Gifted Gardening) and its appointed agents, to include Independent Licensed Operators.

"The Client", "You" or "Your" refers to you, the individual, persons, firm, or company accepting Services and or Goods supplied by the Company.

"Party" or "Parties", refers to both the Client and Ourselves, or either the Client or Ourselves.

"The Contract" refers to the Services and or supply of Goods to be completed by the Company for the Client by which both parties are obliged.

"Services" refers to the time supplied by, and or work undertaken by the Company.

"Goods" refers to the goods, materials, and or other items to be supplied to the Client in accordance with or outwith the Contract.

### **1 - The Contract**

1.1 Any Contract carried out by the Company will fall under either category of 'one-off Services' (i.e. individual jobs or landscaping) or 'recurring Services' (i.e. regular garden maintenance).

1.2 Any agreement between the Company and Client can be written, verbal, or a combination of both, where-by any quotation(s) or estimate(s) given, written, verbal or otherwise, can form part, or all, of the Contract.

1.3 The Company reserves the right to alter or withdraw from any estimate or quotation at any time prior to a Contract being entered into. In which case the Client shall be informed in writing before any due date upon which Services are to commence. In the event of withdrawing from any estimate or quotation the Company will not be obligated to finding or providing replacement Services and or Goods.

1.4 A Clients order or request for Goods and Services shall be deemed to be accepted by the Company only if confirmed in writing, or the Company acts upon it. No order or request which has been accepted by the Company may be cancelled by the Client except with the agreement in writing of the Company.

1.5 Upon completion of one-off Services by the Company for the Client and the invoice(s) has been settled it will be accepted that both Parties are happy with the Goods and or Services supplied and any applicable Contract will terminate.

1.6 If for any reason the Client requests to cancel the Contract for One-off Services supplied by the Company then this must be submitted in writing by the Client and confirmed in writing by the Company. In the event of the Company providing Goods and Service before receipt of any cancellation by the Client, then the costs of the Goods and Services already incurred will be charged and invoiced to the Client.

1.7 Recurring Services will constitute a minimum requirement of 2 man-hours per fortnight for a period of 6 months, unless otherwise agreed by the Company in writing which includes all forms of electronic communication (i.e. email, text message, etc). After a period of 6 months has been served any recurring services will continue indefinitely until such a time that they are cancelled by the Client and will be subject to a minimum notice period.

1.8 The notice period required of the Client for cancellation of recurring services after the minimum period of 6 months has been served will be 4 visits or the equivalent time required by 4 visits in accordance with the contract. If cancellation is required by the Client before the minimum period of 6 months has been served then the balance outstanding for the 6 month period will be settled in full, and the notice period of 4 visits served or paid for in full.

1.9 In the event the Company requires the termination of any recurring services then it can give notice with immediate effect, or may choose to serve the same notice period as required from the Client (4 visits or equivalent time required by 4 visits) in accordance with the Contract.

1.9.1 The Company reserves the right to terminate any Contract (one-off or recurring) at any time.

1.10 Any hours quoted by the Company for Services required by the Client will always be quoted as man hours (i.e. 3 hours work with 1 man involved will equal 3 actual hours, 3 hours work with 2 men involved will equal 1.5 actual hours, with 3 men involved will equal 1 actual hour, and so on).

### **2 - Payment**

2.1 Cash, Cheque, and Bank Transfer (B.A.C.S.) are all acceptable methods of payment. The Company will only accept payment by cheque where the value of Goods and or Services supplied does not exceed £200. Payment to the Company for amounts that exceed £200 must be made by cleared funds.

2.2 Unless otherwise stated in writing by the Company payment for one-off Services (including all fees, expenses and charges in respect of the Services) will be required in full within 5 working days from the date of invoice issue. The Company has the right to issue an invoice(s) immediately upon completion of any Services and or Goods provided.

2.3 Regular Services (including all fees, expenses and charges in respect of the Services) provided by the Company to the Client to be charged at monthly intervals will require payment in full no later than the final day of each month or 'due-date' specified, for which an invoice will be provided 7 days prior each time.

2.4 All Goods remain the property of the Company until paid for in full by the Client. The Company may at any time request and require payment for any third-party Goods to be supplied to the Client before sourcing and collection of said Goods by the Company.

2.5 The Company reserves the right to require immediate payment upon issue of invoice(s) for any Goods provide to the Client regardless of any associated Services.

2.6 Monies that remain outstanding by the due-date will incur a late payment charge of 8.5% on the outstanding balance until such time as the balance is paid in full and final settlement made.

2.7 The Company may charge a minimum of £25 for each and every phone call, letter, statement, or other action taken to recover an overdue account.

2.8 Returned cheques, each and every time, will incur a £25 charge to cover banking fees and administrative costs.

2.9 The Company reserve the right to seek recovery of any monies remaining unpaid 14 days from the date of invoice via collection Agencies and or through the Small Claims Court, or by any other means necessary. In such circumstances, the Client shall be liable for any and all additional administrative and or court costs.

2.10 If the Client fails to make any payment on the due-date then the Company shall be entitled to cancel or suspend the Contract.

2.11 The Client will be required to make payment to the Company for any scheduled/arrange visit where Services are not carried out, or partly carried out due to the following conditions: There is no reasonable access to the property or premises where Services are required, or for reasons of health and safety.

### **3 - Completion of Services and Delivery of Goods**

3.1 Completion dates for Services and or delivery dates for Goods set out in any quotation or acceptance are approximate only and the Company shall not be liable for any delay in completion of Services and or delivery of Goods howsoever caused.

3.2 Recurring services although quoted to the hour will never always be exact due to the nature of the work. In some cases the Company's services provided may fall short of the time specified (this will never be more than 10 minutes unless in exceptional circumstances). If for any reason there ever becomes a shortfall in the time quoted for services provided by the Company then the Company will always endeavour to correct this shortfall on its next visit when providing recurring services (i.e. a shortfall of 5 minutes from 1 hour of weekly services one week will be corrected by the Company working 1 hour and 5 minutes the next week.). However, invoicing from the Company to the Client (for recurring services) will always specify the time to the hour, or that agreed in the contract.

3.3 Any damage to or loss of Goods shall be the liability of the Client at the time of delivery to the Client, and or whenever on the property of the Client and outside the Company's control, or if the Client wrongfully fails to take delivery of the Goods.

3.4 It will be the obligation of the Client to make the premises, property or grounds safe to work in and comply with health and safety regulations, failure to do so may result in the Company refusing to provide any Services until standards are met.

3.5 The Company shall not be liable to the Client for any delay in performance or any failure to perform any of its obligations under the Contract if such delay or failure was due to any cause beyond the Company's reasonable control, including but not limited to 'acts of god'.

3.6 Any Services (outside of that stated by the Contract) requested by the Client under recurring and one-off Contracts can and will be either charged for accordingly or time deducted to compensate for any loss. (E.g. if a client requires the company to source, collect and deliver plants for a garden which takes the company 2 hours to fulfil. Then 2 hours of labour will be charged for or the equivalent time will be deducted from the contractual hours).

### **4 - Damages and Loss**

4.1 The Company shall not be held liable for any accidental damage or loss of the Clients property or premises caused by the Company while carrying out its obligations in accordance with the Contract, nor shall the Company be liable for and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result of the Services provided, nor shall we be liable for any loss of any nature which is not caused by our negligence or our breach of the terms of the agreement between both Parties.

### **5 - Changes to these conditions**

5.1 The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the Company's website and or Services will signify your acceptance of any adjustment to these terms.

5.2 Any changes made by the Company to these terms and conditions will be announced in writing to any Parties to which they are applicable.

5.3 Any change or variation to these terms and conditions not made by the Company will in no way be binding unless otherwise agreed by the Company in writing only.

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These terms and conditions shall be governed and construed in accordance with UK law and shall be subject to the exclusive jurisdiction of English law