



GARDENER TERMS AND CONDITIONS - ongoing contract

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of gardening services by T Jefford Garden Services Ltd (“the Trader”) to customers who require gardening services to be provided at their home on a regular basis.

These Terms and Conditions apply where the customer is 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 have the following meanings:

- “Agreed Times” means the times which You and We agree for the Gardener to have access to the Property to provide the Gardening Services as specified in the Agreement;
- “Agreement” means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions. Our standard form of Agreement is attached;
- “Business” means any business, trade, craft or profession carried on by You or any other person/organisation;
- “Consumer” means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Gardening Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
- “Gardener” means Us or Our employee who will be responsible for providing the Gardening Services;
- “Gardening Services” means the gardening services We will provide as specified in the Agreement;
- “Initial Period” subject to the provisions of Clause 9, means a period of 14 days beginning on the Start Date during which You may not cancel the Agreement under Clause 10;
- “Model Cancellation Form” means the model cancellation form attached as Schedule 2;
- “Monthly Fee” means the fee You are to pay for the Gardening Services as specified in the Agreement;
- “Order” means Your initial request for Us to provide the Gardening Services as set out in Clause 2;
- “Products” means the products required for the provision of the Gardening Services which We will supply (if any) as specified in the Agreement;
- “Property” means Your home, as detailed in the Order and the Agreement, at which We are to provide the Gardening Services;
- “Quotation” means 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” means a period of one month beginning on the Start Date and repeating until the Agreement is cancelled or terminated;
- “Start Date” means the date You and We agree on for Us to start providing the Gardening Services as specified in the Agreement;



- “Visit” means any occasion, scheduled or otherwise, on which the Gardener visits the Property to provide the Gardening Services;
- “We/Us/Our” means the Trader and includes all employees, agents and sub-contractors of the Trader;
- “You/Your” means a Consumer who is a customer of the Trader.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax or other means.

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 “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 these Terms and Conditions.

1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

1.7 Words signifying the singular number will include the plural and vice versa.

1.8 References to any gender will include the other gender.

1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

2.1 We are a partnership trading under the name T Jefford Landscaping and our main trading address is Unit 19 Sacriston Industrial Estate, Plawsworth Road, Sacriston, Co Durham DH7 6JX

3. Communication and Contact Details

3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0191 5971297 or by email at office@tjeffordlandscaping.co.uk

3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:

3.2.1 contact Us by email at office@tjeffordlandscaping.co.uk; or

3.2.2 contact Us by pre-paid post at T Jefford Garden Services Ltd, 16 Brancepeth Close, Newton Hall, Durham DH1 5XL

4. Orders

4.1 We accept orders for Gardening Services through telephone, text, internet.

4.2 When placing an Order You should set out, in detail, the Gardening Services required.

Details required include the location of the Property, the size of the garden, the type of work required, the type of plants, trees or similar that are required and/or that are to be maintained and the frequency of Visits required.

4.3 Once there has been a meeting at the site to discuss the work We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Fee (see Clause 5).

4.4 You may make changes to the Order and Quotation before accepting it. You may accept the Quotation by telephone, email or first class post.

5. Fees and Payment

5.1 We will calculate the Fee based on the following factors:

5.1.1 frequency/length of visits;

5.1.2 Gardening Services required;

5.1.3 size of garden;



- 5.2 The Fee is not inclusive of VAT.
- 5.3 We will charge You for any Products supplied as part of our provision of the Gardening Services. We will seek your approval before supplying and charging you for any Products. You may if you wish authorise us to supply Products up to a specified value each month without seeking approval.
- 5.4 If the price of Products increases between Your approval of the price and Our purchase of the Produces, We will inform You of the increase and seek your approval to proceed. You may if you wish pre-authorise a specified percentage increase in the price of Products.
- 5.5 We will invoice You at the end of each visit for time taken at this visit.
- 5.6 You must pay each invoice within 14 days of receiving it.
- 5.7 We accept the following methods of payment:
- 5.7.3 BACS transfer;
- 5.7.4 cash;
- 5.7.5 cheque;
- 5.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 4% above the base rate of Barclays Bank from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 5.9 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.
6. Gardening Services
- 6.1 We will provide the Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 6.2 We will begin to provide the Services on the Start Date and will continue to provide the Gardening Services until the Agreement is terminated by You or Us in accordance with these Terms and Conditions.
- 6.3 We will use reasonable endeavours to ensure that You are always assigned the same Gardener.
- 6.4 We may, from time to time, provide sketches, impressions, plans or similar documents. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Gardening Services nor to guarantee specific results.
- 6.5 We will use reasonable endeavours to ensure that the Products We use match those chosen by You. However, We cannot guarantee the quality, properties or consistency of the Products. If plants, trees, shrubs or other materials chosen by You are unavailable, We will select alternatives that are as close a match as possible to Your original requirements.
- 6.6 The responsibility (sometimes referred to as the "risk") for the Products remains with Us until they have been delivered to You at which point it will pass to you. You will own the Products once 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 to a reasonable standard which is consistent with best practice in the gardening market.
- 6.8 We will ensure that We comply with all relevant codes of practice.
- 6.9 We will properly dispose of all waste that results from provision of the Gardening Services.
- 6.10 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Gardening Services. We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible.
- 6.11 We will where reasonably possible leave the Property in a clean and tidy state at the end of each Visit and minimise any disruption to Your use and enjoyment of the Property while work is



being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

6.12 If gardening work beyond the normal remit of the Gardening Services is required (to deal with diseased plants or storm damage, for example) We will first obtain Your consent to perform such work and will add the costs of such work to the invoice for the Service Period in which the work takes place.

7. Your Obligations

7.1 You will ensure that the Gardener can access the Property at the Agreed Times to provide the Gardening Services.

7.2 You may either give the Gardener a set of keys to the Property or be present at the Agreed Times to give the Gardener access. All keys will be kept safely and securely in locked key boxes by Gardeners, both in the vehicles and on our premises.

7.3 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the relevant part of the Gardening Services.

7.4 You must ensure that the Gardener has access to electrical outlets and a supply of hot and cold running water, if such is required.

7.5 You must give Us at least 48 hours notice if You do not require the Gardener to provide the Gardening Services on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 48 hours notice is given We will invoice You at the normal rate.

8. Complaints and Feedback

8.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

8.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Us on request.

8.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

8.3.1 In writing, addressed to Trevor Jefford, 16 Brancepeth Close, Newton Hall, Durham DH1 5XL

8.3.2 By email, addressed to Trevor Jefford office@tjeffordlandscaping.co.uk

8.3.3 By contacting Us by telephone on 0191 5971297

9. Cancellation of Contract During the Cooling Off Period

9.1 Where the Agreement is not made "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.

9.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

9.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

9.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.

9.5 We will refund money using 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 the refund.



9.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.

9.7 If the Start Date falls within the 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. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:

9.7.1 If You cancel the Agreement after provision of the Gardening Services has begun You will be required to pay for the Gardening Services supplied up until the point at which You inform Us of Your wish to cancel;

9.7.2 The amount due will be a fair proportion of the Monthly Fee. Any sums that have already been paid for the Gardening Services will be refunded subject to deductions calculated on this basis;

9.7.3 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

9.8 Clause 10 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

10. Termination

10.1 In addition to Your rights in Clause 9 relating to the cooling off period, You may terminate the Agreement at any time after the Initial Period by giving Us at least 30 days written notice.

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

10.2.1 We have breached the Agreement in any material way and have failed to remedy that breach within 7 days of You asking Us in writing to do so;

10.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

10.2.3 We are unable to provide the Gardening Services due to an event outside of Our control (see Clause 12);

10.2.4 We wish to change these Terms and Conditions to Your material disadvantage.

10.3 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible.

10.4 After the Start Date and once the Initial Period has expired, We may terminate the Agreement at any time by giving You at least 14 days written notice.

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

10.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.8);

10.5.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or

10.5.3 We have been unable to provide the Gardening Services for more than 4 weeks due to an event outside of Our control (see Clause 12).

10.6 For the purposes of this Clause 10 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Effects of Termination

11.1 If the Agreement is terminated for any reason the provisions of this Clause 11 will apply.

11.2 If at the termination date:

11.2.1 You have made any payment to Us for any Gardening Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;



11.2.2 We have provided Gardening Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.

11.3 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

11.4 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

12. Events Outside of Our Control (Force Majeure)

12.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .

12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

12.2.1 We will inform You as soon as is reasonably possible;

12.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

12.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Gardening Services as necessary;

12.2.4 You or We may terminate the Agreement (see Clause 10).

13. Liability

13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We will maintain suitable and valid insurance including public liability insurance.

13.3 We provide Gardening Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

13.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Gardening Services.

13.5 Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Gardener) is limited to £5,000,000

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

13.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

13.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.



14. How We Use Your Personal Information (Data Protection)

14.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and GDPR 2018 and Your rights under these Acts.

14.2 We may use Your personal information to:

14.2.1 provide the Gardening Services to You;

14.2.2 process Your payment for the Gardening Services;

14.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.

14.3 In certain circumstances (if, for example, You wish to pay for the Gardening Services on credit), and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and GDPR 2018 and should use and hold Your personal information accordingly.

14.4 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

15. Other Important Terms

15.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

15.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, 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 remain bound by them.

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

15.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

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

15.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, 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 the same or any other provision.

16. Law and Jurisdiction

16.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.

16.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.