

Definition Lawn Care - terms of business

Our full terms of business are below but the key points are:

- **Communications** - you are contracting with Definition Lawn Care. You can contact us by email (neil@definition-lawncare.uk) or telephone/SMS text (07908 300858).
- **Weather** - you are reminded that the effective provision of our Services is usually weather dependent and sometimes it is necessary for visits for a particular Service to be planned and rearranged more than once.
- **Access** – you need to ensure that access to your lawn is clear and safe between 8am and 6pm on the day of the scheduled Service and that lawful parking for our vehicle either on your property or on the highway immediately adjoining your lawn is available between those times. If your lawn is secured by a locked gate or other barrier you must either unlock it on or in advance of our arrival or provide us with a key or password so we may unlock it.
- **Safety:**
 - You need to ensure that the lawn itself is free from dog faeces, litter, toys, garden furniture and other moveable items.
 - You need to keep your pets and children inside while we are providing our Services. If you inform us that you have pets or children under the age of 18 years we will advise you before any treatment is applied how long after application it will be safe for them to use the treated lawn.
 - Unless readily apparent to us on a visual inspection you must identify to us and clearly mark where there are underground cables, wires, pipes, irrigation heads, washing line sumps or anything else that might be damaged by machines penetrating the grass layer and into the top 150mm of the soil profile.
- **Garden waste** - we assume the availability of green waste bins or compost heaps on site for Garden Waste disposal. Definition Lawn Care is registered with the Environment Agency as a lower tier waste carrier, broker and dealer to dispose of Garden Waste.
- **Possible additional costs:**
 - If a green waste bin or compost heap is not accessible, is full, is missing and/or is not available to be used by us, then we reserve the right to charge an additional £20 per bulk bag (or part thereof) or £2.50 per black bin bag (or part thereof) so that we can lawfully dispose of Garden Waste.
- If we and our equipment cannot safely access the entire lawn we reserve the right not to carry out the scheduled Service and to charge 75% of the price of the scheduled Service, with a minimum charge of £25 plus a price for any materials already ordered and (in cases of only some but not all of the Services being possible) we reserve the right to charge for all the scheduled Services in full.
- If we cannot lawfully park our vehicle on your property or on the highway immediately adjoining your lawn we reserve the right to charge an additional £20.
- If there are more than 3 faeces per 100m² or we are required to remove any other such items we reserve the right to charge an additional £25.
- When we are treating but not mowing lawns on a given visit and more than the smaller of a quarter of the relevant lawn or 50m² is covered with leaves and we have time in our schedule we might blow the leaves onto the closest non-lawn area (hard standing, bed etc) at an additional charge of £25 per 100m², with a minimum £25 charge.
- If less than 3 working days' written notice is given by you to us to cancel or amend a scheduled visit, we reserve the right to charge for the scheduled Service at 75% of the price of the scheduled Service, with a minimum charge of £25 plus a price for any materials already ordered.
- **Payments** - our service year runs from 1 February to 31 January each year and we reserve the right to increase prices annually. Garden Waste charges apply separately unless quoted as included. The price is payable by you either by direct debit or, if not by direct debit, within 7 days of the date of our invoice. Acceptable payment methods are cash, direct bank transfer and direct debit.
- **Disclaimers** - you acknowledge that following application of some processes and treatments, your lawn might temporarily have a less attractive appearance, sometimes a lot worse. It can take several weeks or months depending on the Service provided for a lawn to recover and in some cases additional Services may be required. We are not liable for any direct or indirect consequence of any circumstance beyond our control.
- **Termination** – unless otherwise agreed there is no fixed or minimum term contract and in any case you may cancel at any time provided you give a minimum period of written notice failing which a charge may be made of 75% of the price of the scheduled Service subject to a minimum amount plus a price for any materials already ordered. Should you wish to cancel our Services you must notify us in writing.

Terms of business

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1. Introduction

1.1 All work undertaken by us is done in line with the terms of business set out below. By requesting us to provide any Services or by using the Website or our social media channels or apps you are deemed to have accepted these terms of business and our privacy policy.

1.2 We reserve the right at our discretion to modify or replace these terms of business at any time in line with business requirements. You should refer to these terms of business periodically to make sure you are still happy with any changes that have been made.

1.3 These terms of business are effective from **6 November 2019**. In the event of any conflict between these terms and any prior versions, the provisions of these terms shall prevail.

1.4 In these terms of business:

(a) Parties:

(i) **"we"** means Definition Lawn Care, and **"us"**, **"our"** and **"ours"** have a corresponding meaning; and

(ii) **"you"** and **"Customer"** mean (a) the person(s) or corporate entity who or which requests a proposal and/or agrees to take Services from us; and (b) Users, and **"your"** has a corresponding meaning;

(b) **"Content"** means information, text, graphics, logos, icons, images, audio, videos, software, data compilations, page layout, underlying code, metadata or other material information capable of being stored in a computer that appears on, via or forms part of our printed material, the Website or our social media channels or apps;

(c) **"Garden Waste"** means 'green' waste (including without limitation grass clippings, thatch, moss and hedge trimmings) produced by us during the performance of Services;

(d) **"Service(s)"** means the product(s) supplied and/or service(s) provided by us to you;

(e) **"User"** means any party that accesses the Website and is not employed by us;

(f) **"Website"** means our website(s) (including without limitation definition-lawncare.uk, definition-lawncare.co.uk, definition-lawncare.com, definitionlawncare.uk, definitionlawncare.co.uk and definitionlawncare.com) and any sub-domains of those sites unless expressly excluded by their own terms and conditions; and

(g) **"writing"** includes email, SMS text, Facebook/Meta Messenger and other digital writing methods.

1.5 Where Services are ordered by a Customer that is a corporate entity (being a sole trader, partnership, private limited company, public limited company, trust or charity), the individual who runs the sole trader business, all the partners of the partnership, all the directors of the company and all the trustees of the trust or charity (as applicable) shall be and hereby agree to be jointly and severally liable with the corporate entity for the Customer's obligations and liabilities under these terms.

1.6 Services are not available to those under the age of 18 years.

1.7 Each of these terms of business operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or otherwise unenforceable, that term shall be deemed to be severed from these terms of business and the remaining provisions will remain in full force and effect.

2. Communications

2.1 You can contact us by email (neil@definition-lawncare.uk) or telephone/SMS text (07908

- 300858). We can contact you by telephone or in writing at the contact details you provided to us.
- 2.2 When you proceed with any Services, we will send you prior notification of the date of the Services by email. Please check to see that you are receiving those emails, and check your spam, junk or other similar folders if you are not. We only receive bounce-back notifications of those that are not delivered.
- 2.3 We are not able to provide you with precise defined arrival times for pre-notified visits due a range of factors outside of our direct control (for example weather, other customer visit changes, traffic, etc) but we will always endeavour to attend on the planned date and notify you at the earliest opportunity should that not be possible.
3. **Weather**
- 3.1 You are reminded that the effective provision of our Services is usually weather dependent and sometimes it is necessary for visits for a particular Service to be planned and rearranged more than once. We reserve the right to do this at short notice, but will endeavour to give you as much notice as reasonably possible and there is no charge for visits which we cancel or postpone for weather-related reasons.
- 3.2 We cannot and do not accept responsibility or liability for the consequences of weather conditions that may follow any Service.
4. **Access**
- 4.1 You must ensure that access to your lawn is clear and safe between 8am and 6pm on the day of the scheduled Service and that lawful parking for our vehicle either on your property or on the highway immediately adjoining your lawn is available between those times.
- 4.2 If your lawn is secured by a locked gate or other barrier you must either unlock it on or in advance of our arrival or provide us with a key, combination code or password so we may unlock it. We cannot and do not accept any responsibility or liability for any consequences of such gate/barrier(s) being unlocked at any time.
- 4.3 We require a minimum access route of 65cm (a small gate width) for our products and equipment.
- 4.4 If we and our equipment cannot safely access the entire lawn we will knock/ring at your front door and telephone if required. If we and our equipment still cannot safely access the entire lawn we reserve the right not to carry out the scheduled Service and to charge 75% of the price of the scheduled Service, with a minimum charge of £25 plus a price for any materials already ordered.
- 4.5 If we cannot lawfully park our vehicle on your property or on the highway immediately adjoining your lawn on the date of a scheduled visit we reserve the right to charge an additional £20.
- 4.6 In the event of vehicle or equipment access at or near your property not being safely or practically possible to fulfil some or all scheduled Services, we cannot and do not accept responsibility or liability for Services which cannot be completed or any consequences or consequential losses incurred by you and (in cases of only some but not all of the Services being possible) we reserve the right to charge for all the scheduled Services in full. In such cases we will try to ensure timely communication with you.
- 4.7 We will wear work footwear on your property. If you are concerned about possible damage to flooring, please make sure you cover the relevant flooring with protective covers.
- 4.8 We require access to an outside water supply in order to carry out some of the Services. This can be in the form of a tap or hosepipe.
5. **Safety**
- 5.1 You must ensure that the lawn itself is free from dog faeces, litter, toys, garden furniture and other moveable items. If there are more than 3 faeces per 100m² or we are required to remove any other such items we reserve the right to charge an additional £25. Should any treatment areas be covered or inaccessible due to items left out, we will treat around them and 100% of the price of the scheduled Service will still be applied.
- 5.2 We may not be able to move larger structures such as trampolines without damage to the lawn or at all. If you have a trampoline or any other item which is kept on your lawn for long periods it is recommended that you move the item every 4-5 days so as to avoid the grass struggling from light deprivation.
- 5.3 When we are treating but not mowing lawns on a given visit:
- (a) if less than the smaller of a quarter of the relevant lawn or 50m² is covered with leaves and we have time in our schedule we might blow the leaves onto the closest non-lawn area (hard standing, borders, etc) free of charge; and
- (b) if more than the smaller of a quarter of the relevant lawn or 50m² is covered with leaves and we have time in our schedule we might blow the leaves as above, at an additional charge of £25 per 100m², with a minimum £25 charge,

- but if we do not have time, we reserve the right to cancel the treatment and reschedule it for another day and to charge of 75% of the price of the scheduled treatment Service.
- 5.4 You must keep your pets and children inside while we are providing our Services.
- 5.5 If you inform us that you have pets or children under the age of 18 years we will advise you before any treatment is applied how long after application it will be safe for them to use the treated lawn.
- 5.6 Unless readily apparent to us on a visual inspection you must identify to us in writing and clearly mark where there are underground cables, wires, pipes, irrigation heads, washing line sumps or anything else that might be damaged by machines penetrating the grass layer and into the top 150mm of the soil profile. We cannot and do not accept any responsibility or liability for damage to those items unless we are informed in writing of their position.
- 5.7 You must inform us in writing of any covenants, bylaws, requirements, conditions, permissions that will or may affect the provision of our Services.
- 6. Pricing**
- 6.1 Our service year runs from 1 February to 31 January each year and we reserve the right to increase prices annually. Any price increase will be communicated to you in writing.
- 6.2 We are not VAT registered and do not need to charge VAT for our Services.
- 6.3 The price shown on your most recent proposal form or email will be the price charged. Our prices include labour and materials, but Garden Waste charges apply separately unless quoted as included. Any additional work not stated in our proposal form or email will need to be paid for separately.
- 6.4 Any price proposal is valid for the next 30 days, after which prices may be subject to change.
- 6.5 If a visit needs to be rescheduled by us the price will not change.
- 6.6 We might need to purchase materials in order to complete the agreed Service. Such materials will remain our property until paid for in full by you, even if delivered to your property.
- 6.7 We reserve the right to request a booking deposit of 50% for some Services (such as where significant materials are required or higher value Services are being booked). We may not be able to schedule your Services until we have received such a deposit.
- 6.8 If less than 3 full working days' written notice is given by you to us to cancel or amend a scheduled visit, we reserve the right to charge for the scheduled Service at 75% of the price of the scheduled Service, with a minimum charge of £25 plus a price for any materials already ordered.
- 7. Garden Waste**
- 7.1 We assume the availability of green waste bins or compost heaps on site for Garden Waste disposal. If a green waste bin or compost heap is not accessible, is full, is missing and/or is not available to be used by us, then we reserve the right to charge an additional £20 per bulk bag (or part thereof) or £2.50 per black bin bag (or part thereof) so that we can lawfully dispose of Garden Waste.
- 7.2 Definition Lawn Care is registered with the Environment Agency as a lower tier waste carrier, broker and dealer to dispose of Garden Waste.
- 8. Payments**
- 8.1 The price is payable by you either by direct debit or, if not by direct debit, within 7 days of the date of our invoice without any set off, withholding or deduction.
- 8.2 Acceptable payment methods are cash, direct bank transfer and direct debit.
- 8.3 If you cancel a direct debit mandate whilst owing any money to us you will remain liable for the amount due and you will be deemed to have cancelled the next following Service on the date we are informed that you have cancelled the direct debit.
- 8.4 If we miscalculate a direct debit payment and collect too much money we will ensure that an appropriate refund payment is made to you promptly upon becoming aware of the error.
- 8.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year. This interest shall accrue on a daily basis, compounded monthly, from the due date until the date of actual payment of the overdue amount, whether before or after judgement.
- 8.6 We reserve the right to recover from you any charges incurred by us in recovering any outstanding amounts owed to us by you. This includes time spent at a reasonable rate, any administrative costs incurred recovering the outstanding amounts and a fee of £5 per week until the outstanding amount is paid.
- 8.7 Where a monetary deposit is required from you in advance of an agreed Service, it must be paid

in full by the date requested. We cannot and not accept any responsibility or liability for delays in provision of the Services and/or direct or consequential losses due to late or non-payment of the deposit.

9. Our responsibility for loss or damage

9.1 As we are providing Services in your garden, subject to section 10 below WE WILL REPAIR OR BEAR THE REASONABLE COST OF REPAIR OF ANY FORESEEABLE DAMAGE caused by us while not using reasonable skill and care to provide the Services (but not pre-existing faults or damage that we discover while providing the Services) provided that we cannot be held responsible and are not liable for any damage:

(a) to your buildings or property arising directly or indirectly from you allowing us to access your garden through your house, garage or other buildings;

(b) arising directly or indirectly from:

(i) you failing to notify us in writing of underground cables, wires, pipes, irrigation heads, washing line sumps or anything else that might be damaged by machines penetrating the grass layer and into the top 150mm of soil profile;

(ii) you failing to perform of your other responsibilities under these terms of business; and/or

(iii) our machinery interacting with stones and other items left in the lawn.

9.2 Please contact us immediately if there is any damage which is our responsibility under these terms of business.

10. Disclaimer & other important terms

10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence.

10.2 We cannot be and are not responsible for any lawn problems that may occur or persist after we provide our proposal or provide any Services, as it is impossible to foresee or predict many problems that could occur outside your or our control. Every lawn is different and will encounter different problems at different times, therefore we can only recommend solutions to problems as and when we identify them and sometimes various solutions might need to be tried and tested before a successful outcome is achieved.

10.3 You acknowledge that following application of some processes and treatments, your lawn will temporarily have a less attractive appearance, sometimes a lot worse. This includes but is not limited to scarification, aeration and moss control. It can take several weeks or months depending on the Service provided for a lawn to recover and in some cases additional Services may be required. For example without limitation, if we scarify, additional seeding as an extra chargeable service may then be required to fill in any exposed bare patches.

10.4 We cannot and do not accept responsibility or liability for any consequences or consequential losses incurred by you relating to Services which for any reason cannot be completed or for visits which for any reason need to be cancelled or postponed by us due to weather, mechanical or vehicular breakdown or any other reason. In such cases we will try to ensure timely communication with you.

10.5 We cannot be held responsible and are not liable for any direct or indirect consequence of any circumstance beyond our control such as but not limited to:

(a) the effect of weather, insects, pests, plant disease or bird or animal damage or 'acts of god' on your property or our Services;

(b) weed grasses or other weeds in lawns;

(c) damage or neglect caused by you or another contractor such as poor mowing, chemical treatment or watering practices;

(d) lack of seed germination due to not following our advice;

(e) seed germination in borders or other off-target areas due to weather, bird or animal dispersal;

(f) new weed or moss growth after application of a weed or moss treatment (the products used only target existing weeds and moss); and/or

(g) you failing to perform your responsibilities under these terms of business; and/or

(h) those matters referred to in these terms of business as not being our responsibility.

10.6 To the maximum extent permitted by law we cannot be held responsible and are not liable for any direct, indirect, incidental, or consequential losses, claim, expenses, damages or other liabilities, special, exemplary or punitive damages, loss of profits, loss of income, loss of

- opportunity, loss of income/sales, loss of or damage to goodwill, loss of or damage to search engine rankings, loss or waste of advertising costs, loss of use, loss of business, business interruption, loss of data, loss of anticipated savings or other intangible losses suffered by you or any third party arising from or in connection with any defect in:
- (a) the Services whether or not such defect is directly or indirectly, wholly or in part, caused by the negligent act, omission, default or neglect of us or others within our control, or whether or not such defect amounts to a breach of a fundamental terms of the contract between you and us; or
- (b) the accuracy, timeliness, fitness for a particular purpose, performance, completeness or suitability of the Content or links within the Content to third party websites, social media channels or apps.
- 10.7 Your order of Services is at your own risk, and to the maximum extent permitted by law we provide no warranty, representation, guarantee that the Services will meet your requirements or expectations, that they will be of satisfactory quality, that they will be fit for a particular purpose or as to the outcome of the relevant Services.
- 10.8 We are liable only for the maximum amount of fees that have been paid to us by you for the relevant Services.
- 10.9 Any failure by us to exercise or enforce any of these terms of business shall not constitute any type of waiver of the relevant provision(s).
- 10.10 We may change the Services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. These changes will not affect your use of the Services.
- 10.11 Our Services are an ongoing maintenance service and will auto-renew each year unless you instruct us otherwise.
11. **Complaints**
- 11.1 We are committed to providing a high quality service to all our customers.
- 11.2 If you consider that something has gone wrong, we need you to tell us about it so we can determine whether it can be rectified and continue to learn and grow as a responsible business.
- 11.3 If you have a complaint, you must report it to us by email at neil@definition-lawncare.uk or by telephone on 07908 300858 within 7 days of the relevant Service or incident. Time is of the essence in this regard so that we can seek reliable evidence relevant to the complaint.
- 11.4 If the relevant problem is our responsibility we will make every effort to remedy it as soon as we reasonably can (if it is impossible to remedy it within a reasonable timeframe or without significant inconvenience to you).
- 11.5 If remedial work is undertaken by you or a third party without our prior agreement then that action will absolve us of any responsibility to resolve the complaint.
- 11.6 The raising of a complaint does not alter our terms as stated within section 8 (Payments) above. We are not obliged to consider or resolve a complaint if any payment from you remains due to us.
12. **Website, Content, copyright & intellectual property**
- 12.1 We reserve the right without your further permission to create and publish Content relating to our work at your property.
- 12.2 All Content relating to our work at your property that we create remains our property.
- 12.3 In creating Content we may state the general area that your property is located in but we will take reasonable care not to publish your face(s), address, vehicle registration number(s) or other personal data. If you notice that any such Content is published please inform us.
- 12.4 We use and adapt Content for promotional and marketing purposes, for training and learning, to record the progress of treatments or lawn issues, to provide accurate price proposals and in relation disputes and complaint resolution.
- 12.5 The design and all content of the Website have been exclusively commissioned by us. The Website and our social media channels and apps are our property and copyright. All rights are reserved in relation to Content, the Website and our social media channels and apps. You may not reproduce, copy, distribute, store or in any other fashion re-use any Content without our written approval.
- 12.6 We provide no warranty or guarantee as to the accuracy, timeliness, fitness for a particular purpose, performance, completeness or suitability of the Content. You and any other Users of the Website acknowledge that the Content may contain inaccuracies or errors. Use of the Content is entirely at your or other User's own risk.
- 12.7 The Website may contain Content which is owned by or licensed to us. This material includes, but

- is not limited to, the design, layout, look, appearance and graphics.
- 12.8 Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.
- 12.9 The Website and our Content may include links to other websites and content. These links are provided for the convenience of Users. They do not signify that we endorse the other website(s) or content. We have no responsibility for the content of the linked website(s) or content.
- 12.10 We reserve the right at our discretion to restrict, suspend or terminate without notice your or any other User's access to the Website and/or our social media channels and apps.
13. **Termination**
- 13.1 Unless otherwise agreed there is no fixed or minimum term contract and:
- (a) If you are a consumer Customer you may cancel at any time provided you give 3 full working days' written notice prior to any scheduled Service. If you cancel with less than 3 full working days' written notice a charge will be made of 75% of the price of the scheduled Service, with a minimum charge of £25 plus a price for any materials already ordered; and
- (b) If you are a Customer which is corporate entity (being a sole trader, partnership, private limited company, public limited company, trust or charity) you may cancel at any time provided you give one full calendar month's written notice prior to any scheduled Service. If you cancel with less than one full calendar month's written notice a charge will be made of 75% of the price of the scheduled Service, with a minimum charge of £50 plus a price for any materials already ordered.
- 13.2 Where a fixed or minimum term contract is agreed you may only terminate the contract during the fixed or minimum term following any breach of these terms of business by us on not less than 10 full working days' written notice prior to any scheduled Service. If you lawfully terminate with less than 10 full working days' written notice a charge will be made of 100% of the price of the remaining scheduled Services.
- 13.3 We are able to cancel the arrangement we have with you with 3 full working days' written notice prior to any scheduled Service. This is a very rare occurrence, but something that we would, among other reasons, do in cases of:
- (a) late or overdue payments;
- (b) repeated problems with access; or
- (c) any other reason that at our discretion we consider suitable to protect our business and/or its staff.
- 13.4 Should you wish to cancel our Services you must notify us in writing.
- 13.5 Any breach of these terms of business by you may result in immediate termination of this agreement by us at our discretion.
- 13.6 We reserve the right at our discretion to refuse to provide Services to anyone for any reason at any time.
- 13.7 The following provisions of these terms of business shall survive any termination of our contract with you: 1, 2.1, 6, 7, 8 and 10, 12, 13 and 14.
14. **Entire agreement & jurisdiction**
- 14.1 These terms of business and any order placed by you constitute the entire agreement between you and us and they exclude to the maximum extent permitted by law any prior, written or oral, representations or warranties made by us to you.
- 14.2 The Services are intended for United Kingdom customers only. These terms of business are governed by English Law. You and we submit to the exclusive jurisdiction of the courts of England.