



## **Willow Alexander Gardeners Limited Garden Maintenance Services Terms and Conditions**

### **DEFINITIONS**

- 1.1. "Client" means the individual or organisation who buys or agrees to buy Goods or Services from the Contractor.
- 1.2. "Contractor" means the person or company detailed in the Quotation.
- 1.3. "Contract" means the contract between the Contractor and the Client for the purchase of Goods and Services comprising the Quotation and these Terms and Conditions.
- 1.4. "Goods" means the articles that the Client agrees to buy from the Contractor.
- 1.5. "Services" means the provision of landscape maintenance services by the Contractor.
- 1.6. "Site" means the site where the Services will be performed.
- 1.7. "Terms and Conditions" means the terms and conditions set out herein.
- 1.8. "Quotation" means the Contractor's written quotation for the Contract work to which these Terms and Conditions apply.
- 1.9. The headings contained in these Terms are for convenience only and do not affect their interpretations.

### **CONTRACT & RESPONSIBILITY**

- 2.1. Our role is as a franchisor for providers/franchisees of Garden maintenance services and we are authorised by local providers/franchisees to enter into a contract with you on the franchisee's behalf. We will do this by taking your booking enquiry, allocating the booking to an available provider/franchisee and then sending you an email confirming the details of your booking and providing a link to the services terms and conditions.
- 2.2. Our network of services that operate directly under Willow Alexander Ltd are bound by the terms and conditions set out herein. Please check your invoice terms to determine whose responsibility it is (Willow Alexander Ltd or the provider/franchisee) for the provision of the Service (the Contractor). Please read the services terms and conditions carefully as they will be legally binding on you once you have indicated your agreement to them, directly or by confirming the booked service with the service provider.
- 2.3. Where your contract is with a franchisee, we will continue to be your main point of contact whilst the provider/franchisee is providing the services that you have requested. Additionally, we may also process all non-cash payments from you on behalf of the provider/franchisee.
- 2.4. We welcome any feedback about providers/franchisees and if you experience problems of any kind with the provider, please contact us straightaway on +44 800 047 8738.

### **CONDITIONS**

- 3.1. Where this Contract is entered into by a consumer, nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.
- 3.2. No variation to this Contract shall be binding on the parties unless made in writing and signed on behalf of both parties.

### **PRICE & PAYMENT**

- 4.1 The Client agrees to pay the Contractor the Contract price together with any VAT properly chargeable upon the Contract price.
- 4.2 Unless otherwise stated in the Quotation/specification or otherwise agreed between the parties, the Client will pay the Contractor in advance of the service.
- 4.3 Quotations/specifications shall be open for acceptance during the period set out in the Quotation. If after acceptance of the Quotation by the Client the cost to the Contractor of carrying out the Contract work is increased by reason of increases in the cost of materials, labour or any factor outside the control of the Contractor, the Contractor shall notify the Client of the price increase before undertaking any further work. If the Client does not accept the price increase, either party may terminate the Contract with immediate effect.
- 4.4 Subscription packages
  - 7.5.1 Unless otherwise stated in writing by signing up to any of our subscription packages you are entering into a 12-, 24- or 36-month direct debit agreement. Each agreement offers its own break clause set at 6 month, 12 months or 18 months respectively on the duration of your subscription.

- 7.5.2 Subscription packages are paid at a 10% discounted rate; the difference is to be paid if the contract is cancelled before the end of the package.
- 7.5.3 The Contractor reserves the right to cancel the subscription (without prejudice) to any client who does not adhere to the outlined Terms & conditions set by the Contractor. This service is due in advance on sign up by way of automated invoice.
- 7.5.4 Subscription prices are based on an hourly rate with any missed hours accrued or relocated when needed. The Contractor reserves the right to limited or extend time allocation in accordance to work carried out to ensure an adequate standard is achieved each week.
- 7.5.5 Willow Alexander reserves the right to manage the client's expectation on final finish if the company believes insufficient hours were requested to complete the project outlined and will state in writing prior to the job commencing ahead of payment being taken.
- 4.6 The client agrees to pay the Contractor in full to confirm the booking unless works are £10,000 or more.
- 4.7 For works exceeding £10,000, upfront payment of 50% is required and the remainder is paid upon completion of the service.
- 4.8 The Contractor reserves its right to charge interest at the rate of 12% per annum above the base rate of the Bank of England on all outstanding sums from the due date until payment. Where any payment is outstanding, without prejudice to such other rights and remedies as may be available, the Contractor shall not be obliged to provide any further Goods or Services whatsoever to the Client and shall be entitled to cancel the Contract with immediate effect.

## **GENERAL CONDITIONS**

The Contractor (This means us)

- 5.1 The Contractor will carry out and complete the work detailed in the Contract/Specification in a good and workmanlike manner.
- 5.2 The Contractor will carry out the work while soil and weather conditions are suitable for the relevant operations.
- 5.3 The Contractor will use only machinery and tools suitable for the Site conditions and the work to be carried out.
- 5.4 Unless otherwise agreed, all Goods will be delivered to the Site.

The Client (That's you)

- 5.5 The Client shall notify the Contractor of any known hazards or obstructions on the Site prior to submission of a Quotation. The Contractor will promptly notify the Client of the discovery of any obstructions or hazards during the course of the work and advise on the implications of the discovery of such obstructions or hazards, if any.
- 5.6 The Client must provide electricity and water on the Site if required by the Contractor. The cost of providing electricity and water will be borne by the Client unless otherwise stated.
- 5.7 The Client will allow the Contractor access to the Site within the agreed working hours and throughout the agreed time period.
- 5.8 If the Client provides on Site storage they will ensure that the facility is safe and secure.

## **HEALTH & SAFETY**

- 6.1 The Contractor will take all reasonable steps to minimise environmental disturbance, nuisance and pollution. Noise may however be unavoidable due to the operation of machinery.
- 6.2 The Contractor will carry out a Site risk assessment and will ensure that all applicable health and safety regulations are met. The Contractor will make arrangements for staff welfare facilities unless otherwise agreed with the Client.

## **CONSENTS**

- 7.1 The Client is responsible for obtaining any necessary consents for the implementation of the work from the relevant authorities and for ensuring that the implementation of the work complies with all applicable laws.

## **DURATION OF WORK**

- 8.1 The Contractor will provide the Client with an estimate/specification of the likely duration of the work. Any dates or time scales given are approximate only. These estimates / specifications are provided in good faith based on the information given by the Client. The Contractor reserves the right to change these estimates based on in-person assessment of the work and will notify the Client of the changes prior to work commencing.
- 8.2 Notwithstanding any other term of this Contract, the Contractor shall not be liable for any delay in delivery of the Goods or performance of the Services and time shall not be of the essence of this Contract.
- 8.3 Willow Alexander hold no obligation to stay on Site for the full estimated time if all work is complete and, the consumer has confirmed all work is complete.

- 8.4 No refunds, compensation or vouchers are issued for any consumer if work is completed before the estimated time is complete.
- 8.5 Willow Alexander are permitted to stay on Site for 90% off all maintenance bookings.
- 8.6 If the allotted time chosen is not sufficient the contractor will advise the client of extra time needed.

#### **PLANTING MATERIAL**

- 9.1 The Client shall be responsible for the maintenance of all living material following completion of the work.
- 9.2 If specific plant material is unavailable the Contractor will provide a suitable alternative.

#### **RUBBISH REMOVAL**

- 10.1 As per specification - We are licensed waste carriers approved by the Environment agency and follow their standard terms & conditions of the responsible disposal of both domestic & green waste.

#### **IRRIGATION**

- 11.1 Unless otherwise specified in the Quotation or notified to the Client, the Contractor is not responsible for irrigation of planted material and lawns and does not accept liability for the loss of planted material due to lack of irrigation or adverse weather conditions.

#### **COMPLAINTS**

- 12.1 If the Client is unhappy with the standard and/ or service received from the Contractor then our standard complaints procedure must be followed in order to review and cease subscription. A full investigation will be undertaken to validate the complaint before a decision is made.
- 12.2 If the complaint is to be unfounded then the Contractor reserves the right to charge the Client any/all remaining invoices up to and not before the end of the 12-month period.
- 12.3 Complaints should be communicated in writing to Willow Alexander Ltd, email: [admin@willowalexander.co.uk](mailto:admin@willowalexander.co.uk), postal address: A Green Place, 5 Powerscroft Road, Sidcup, Kent DA14 5DT, outlining in detail the service booked, date of service, and the nature of the complaint.

#### **INTELLECTUAL PROPERTY**

- 13.1 All original designs, drawings, specifications, photographs and any other written material produced by the Contractor during the performance of the Contract shall remain the property of the Contractor.

#### **THIRD PARTIES**

- 14.1 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

#### **FORCE MAJEURE**

- 15.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials, adverse weather conditions or adverse or difficult Site conditions.

#### **CHANGES TO CONTRACT AND TERMS AND CONDITIONS**

- 16.1 The Contractor shall be entitled to amend and update these Terms and Conditions from time to time.

#### **GOVERNING LAW AND JURISDICTION**

- 17.1 This Contract is governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

#### **ACCEPTANCE**

- 18.1 Acceptance of a Quotation shall be deemed to be acceptance of these Terms and Conditions.

#### **TERMINATION & CANCELLATION**

- 19.1 The Client can cancel the scheduled Services by giving no less than 48 hours prior notice in writing. If the Service is booked with less than 48-hours from when it takes place, the Client waives the right to cancel the booking. In case the service is cancelled, the Contractor requires the Client to pay a 50% cancellation fee. If the Client reschedules the Service to a different day & time, no cancellation/rescheduling fee is required.
- 19.2 If the Client cancels an annual subscription of the Services according to the break clause (in accordance to 5.1), a cancellation fee will be applied. Subscription contracts cannot be cancelled prior to the break clause period.
- 19.3 The Client must pay the full price of the booked Service if:
  - 19.3.1 Our Contractor arrives at the Client's address and is unable to gain access to the Client's property, through no fault of the Contractor.

- 19.3.2 If the Client or third-party have prevented the Contractor to do their job.
- 19.3.3 If keys are provided, they must open all locks without any special efforts or skills;
- 19.3.4 If the Client reschedules the Service upon arrival of the Contractor onsite, the Client should cover travel expenses to the Contractor on top of any cancellation fees.
- 19.4 If the Client needs to change the Service or time, the Contractor will do its best to accommodate. Any changes to a booked Service are subject to a 48 hours prior notice and availability.
- 19.5 The Contractor works on any day of the week including Bank Holidays. If the Client's Service is due on a Bank Holiday and he hasn't called or e-mailed the Contractor to cancel the visit 48 hours prior to the start of the Service session, the Client agrees to and understands that the regular amount due for that Service will be charged regardless of whether the Contractor has serviced the Client's property or not.

#### **LIABILITY**

- 20.1 Except in the case of death or personal injury caused by the Contractor's negligence, the entire liability of the Contractor under or in connection with this Contract shall not exceed the price paid by the Client to the Contractor under this Contract in the 12-month period preceding the claim.
- 20.2 Notwithstanding anything else contained in this Contract the Contractor shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.

#### **SEVERANCE**

- 21.1 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.

#### **ENTIRE AGREEMENT**

- 22.1 This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreements. In the event of a conflict between these Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.

#### **WAIVER**

- 23.1 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.