

GardenForces Domestic Garden Maintenance Agreement

Effective as of 28/05-2024

1. The term 'The Client' shall mean any customer who is enrolled in the regular maintenance schedule of GARDENFORCES (LANDSCAPING) LTD. who will be responsible for all payments to the Contractor unless otherwise notified in writing prior to commencement of the works. Unless otherwise stated in writing, the Client shall be deemed to be the rightful owner of the property as per the address shown above. All payments as set out in the Works Schedule are payable in a timely manner as defined by that Schedule, subject otherwise to penalties.
2. The Term 'The Contractor' shall mean GARDENFORCES (LANDSCAPING) LTD. who will be responsible to the Client for the works described in the Contract attached.
3. Nothing in these Terms shall affect the Client's statutory rights as a Consumer.
4. The Client shall provide proper access to the site at all times during normal working hours – 08.00 – 17.00 Monday to Friday. Proper access shall be defined as reasonable passage into the site, both front and rear gardens as may be required by the works schedule, to allow for tools and equipment to pass without undue difficulty.
5. The Contractor shall maintain in force all necessary insurances, licences, certificates and other legally required documents and disclose them to the Client when reasonably called upon to do so.
6. The Contractor shall supply and provide all tools and equipment necessary to carry out those tasks as set out in the Maintenance Schedule, including all fuels, oils and other lubricants as may be required. All machinery shall be in good order of repair and be in safe condition, and not hazardous to the operative or any other person on site. (The Contractor shall not, at any time, use any tools and equipment belonging to the Client without express permission given at the time of use. The Contractor shall be liable for any damage caused to that article and not returned unless in good order)
7. The Contractor shall provide all personnel with adequate suitable personal protective equipment and carry adequate first aid and other items to ensure the safety of those working on site.
8. All operatives working on site must be properly trained in the tasks they are set and show due diligence in their working practices. These diligences include the wearing of protective equipment as required by their tasks. All tasks must be carried out in accordance with GARDENFORCES' health and safety policy.

9. Any and all additional products, materials, etc including fertilisers, weedkillers, seeds, composts, and other perishable or non-perishable goods requested by the Client or included in the schedule of works shall be properly charged for and shown on the invoice as extras over and above the rates if not otherwise invoiced for separately.
10. The Client to ensure that the site is clear of all obstructions including but not restricted to toys, furniture (unless the site precludes such operations), dog and cat faecal matter, prior to the Contractor commencing the works programme. Failure to insure this could lead to the agreed service not being carried out and *the client may still be charged*.
11. The Works Schedule, as set out in the Letter/message of Quotation, includes all operations, tasks and practices to carry out those items. Other works may be carried out on an ad hoc basis provided that due notice is given to the Contractor (e.g. clearance of unexpected storm damage) which may take priority over the scheduled works and prevent the scheduled works from taking place. All work such as this will be quoted/invoiced for separately from any regular maintenance work.
12. Waste Disposal may take place by removing vegetative matter off site and carting to a Licensed Waste Disposal Depot and charged at the rate shown in the Letter of Quotation or left on site in an area designated and agreed by the Client.
13. The Contractor cannot be held liable for any damage to, or costs involved in, any underground hazards, hidden cables, obstructions, or services not made known, in writing, prior to works commencing.
14. The Contractor shall leave the site in a clean and tidy condition after completion of the works for the session.
15. If, for any reason, the Contractor deems the site unfit for working in a safe manner e.g. heavy frost, waterlogging, snow and/or ice, or the ground is not clear of excess animal waste, the Client shall be notified to record the problem. NB: The client may still be charged for the visit, even if the work is unable to be completed due to fecal matter or other obstructions on the lawn. In a likewise manner, the Client may cancel or postpone a visit by giving at least 12 hours' notice, and a new date re-scheduled.
16. If the site is closed, and works access forbidden by National Law or edict, the Client and the Contractor agree to abide by that notice and neither Party shall be held liable for any costs involved in that hiatus, including and especially Breach of Contract.
17. Pictures and videos of the Client's premises may be used by the Contractor in their website, social media channels or other promotional mediums. NB: Address

details and exact location will not be disclosed. If you do not wish for photos of your property to be used as described above, please advise. You can withdraw your consent at any time.