

OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you order with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are TruGreen Gloucestershire, Hereford and Worcester (registered as MJS Lawn Care Ltd) a company registered in England and Wales. Our company registration number is 11010041 and our registered office is at Unit 11 Severnside Trading Estate, Sudmeadow Road, Gloucester, GL2 5HS. Our registered VAT number is 280914006.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01452 223329 or by writing to us at Unit 11 Severnside Trading Estate, Sudmeadow Road, Gloucester, GL2 5HS or at our registered and/or trading address above.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **Our Services.** Will be as detailed as part of our lawn analysis and quotation. However, you acknowledge and agree that because the service involves natural processes that the duration of and result of the service will be subject to variation (including due to ground conditions and weather). The service will consist of various lawncare treatments, specific to the needs of your lawn. These services will be delivered at various points throughout the year, on a rolling basis.
- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it or when it is confirmed over the phone, at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. Any funds that have been processed will be refunded to you in accordance with this policy.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 3.5 **Exercising your right to change your mind.** Although we deliver your service in accordance with the Consumer Rights Act 2015 and Consumer Consumer Contracts

Regulations 2013, if you choose to place your order online with us, you are opting out of the 14-day cooling off period. You still have a right to cancel your service up to 48 working hours before the service is scheduled to be delivered, but after this time a cancellation charge will be applied in accordance with these terms.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered, including changes to or cancellation of a specific treatment/visit, please contact us at the earliest opportunity. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, *Your rights to end the contract*).

5. PROVIDING THE SERVICE

- 5.1 **When we will provide the services.** Due to several factors, we are unable to confirm a precise date or time for your visit. However, in advance of any visit we will contact you to let you know the specific day you can expect our technician, although we cannot guarantee our exact arrival time and, in some instances, there are factors outside of our control, e.g. traffic and weather.
- 5.2 **What products will we use.** The products have all been carefully selected and tested and their use is fully covered by our Product Liability Insurance. No other products can be used unless specifically agreed by TruGreen as there may be health and safety considerations in addition to the question of insurance cover.
- 5.3 **Products, Equipment and Machinery.** As part of delivering the services, we will need to transport products, equipment, and machinery to the lawn. Please ensure that there is a clear path for our technician to safely transport these items to the lawn and ensure that fragile items (such as pots, ornaments, lights) are removed in advance of our visit. In addition, where the technician is required to go through the property to obtain access, please ensure you place suitable protective floor coverings prior to our visit. If our technician believes it is unsafe, likely to cause damage or impractical to transport the equipment and machinery to your lawn, then they will let you know and complete the services only on the lawn/areas where access is safe and practical. If access to all lawns at the property is unsafe or impractical then this will be considered a health and safety concern as per clause 5.9. If the health and safety considerations cannot be remedied then clause 9.1 will apply.
- 5.4 **If you have any pets.** Please ensure that any pets that are liable to bite, scratch or intimidate the technicians are safely secured away from our teams before they arrive. Our technicians are under strict instructions not to deliver the service if any pet excrement is present, on health and safety grounds.
- 5.5 **If someone is unwell.** Please advise us in advance of your service if anyone in the home has an infectious illness. We reserve the right to protect staff and other customers by cancelling the service if appropriate.
- 5.6 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control (including but not limited to weather conditions) then

we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel the visit and will not be charged for the services not received. If you wish to cancel the contract in full, please refer to clauses 7 and 8.

- 5.7 **If your usual service falls on a bank holiday or business shutdown.** Whilst every effort is made to rearrange services due on Bank Holidays or other times of business closure this cannot be guaranteed.
- 5.8 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) or we do not have the required access as detailed in clause 5.2, we will charge 50% cancellation fee plus costs incurred (such as travel time) and reserve the right to charge additional costs if required.
- 5.9 **If we consider that there are health and safety issues at the property.** Full payment will still be due if we consider the property to be a health and safety hazard on. Health and safety considerations may include but are not limited to, debris and/or animal excrement on the lawn. We also reserve the right to terminate the contract in full and not deliver any further services if the health and safety considerations persist. .
- 5.10 **Current and ex-employees of TruGreen.** It is a strict term and condition for TruGreen employees that they are prohibited from doing any kind of work privately for TruGreen customers, or ex-customers within 12 months of leaving our service. You are kindly requested not to embarrass our technician by enquiring if they will work for you privately. In the event of any TruGreen working for a customer or ex customer, whilst in the employment of TruGreen or within 12 months of leaving the employment, then an introduction fee of £500 + VAT will be payable to us by you. If you entice a technician to leave their employment, we reserve the right to levy additional fees, including but not limited to a recruitment fee of 20% of their salary.

6. IF THERE IS A PROBLEM

- 6.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team on 01452 223329 or write to us at Unit 11 Severnside Trading Estate, Sudmeadow Road, Gloucester, GL2 5HS or our registered or trading address as set out above.
- 6.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example a lawncare services, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.3.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get a service re-performed or to get some or all of your money back), see *clause 6*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you have just changed your mind about the service, see clause 7.3.** You may be able to get a refund, but this may depend upon the amount of notice you are providing to us;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.5.**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (c) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind.** You are free to change your mind about the service and receive a full refund up to 48 working hours before the service is due to commence. After this time, you can still change your mind about the services but you will incur a 50% cancellation charge which will be deducted from any refund issued to you.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of our services once these have been completed. If you cancel after we have started the services, you must pay us in full for the services provided up until the time you tell us that you have changed your mind and 50% of those services that would be taking place within 48 hours of you telling us you have changed your mind.

7.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you do not have a right to

change your mind, just contact us to let us know, depending upon the amount of notice the cancellation fee may apply and/or you will be liable for the services up to the point of cancellation in accordance with clause 8.3.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 01452 223329 or email us at gloucestershire@trugreen.co.uk. Please provide details of the property address where the services are to be provided, when you ordered and your name and address, or alternatively use the form included herewith and email this back to us.

(b) **By post.** Complete the form included herewith and post it to us at the address on the form. Or simply write to us at the same address including details of what you bought, when you ordered or received it and your name and address.

8.2 How we will refund you. If you are entitled to a refund under these terms, we will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. Furthermore, if you changed your mind less than 48 working hours before the service was due to commence then a 50% cancellation charge will be payable or deducted from the refund.

8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

(c) you do not, within a reasonable time, allow us access to your premises to supply the services or there are access issues at the property.

9.2 YOU MUST COMPENSATE US IF YOU BREAK THE CONTRACT. IF WE END THE CONTRACT IN THE SITUATIONS SET OUT IN CLAUSE 9.1 WE WILL NOT REFUND ANY MONEY YOU HAVE PAID IN ADVANCE FOR SERVICES AND WILL RETAIN THIS AS COMPENSATION FOR THE NET COSTS WE WILL INCUR AS A RESULT OF YOUR BREAKING THE CONTRACT.

10. PRICE AND PAYMENT

10.1 Where to find the price for the product. The price of the service will be the price as given to you during your booking. We take all reasonable care to ensure that the price of the service advised to you is correct, however, should we find that the services required varies substantially from those provided at the time of booking the price will be subject to change but we will confirm this with you prior to commencing the work.

10.2 What happens if the price is incorrect. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. If the price is wrong because of the information provided by you, we will need to adjust the price according to the correct information. However, we will always confirm the pricing with you prior to commencing the work. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.

10.3 When you must pay and how you must pay. We will provide you with an invoice following delivery of the service, and we require payment of this invoice in accordance with the payment terms specified on the invoice.

10.4 Due to the nature of the services we provide, costs are incurred once a booking is made and therefore, any cancellation and subsequent refund will be dealt with in accordance with these terms.

10.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us within 7 days to let us know.

10.6 If you do not pay within our payment terms. 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 above the Bank of England base rate. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. With the exception of damage to your property, which is set out in 11.3. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 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 or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

misrepresentation; for breach of your legal rights in relation to the services; and for defective products under the Consumer Protection Act 1987.

- 11.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so, if we have been notified within 24 hours of any such damages. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Nor will we be liable for any damage to wires, cables, pipes or anything else which is not clearly visible on the surface of your lawn, unless you have notified us in advance of the precise location of such subsurface objects.
- 11.4 **We are not liable for business losses.** We only supply the products and services for domestic use. If you use the products or services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the services to you, including the transfer of your data to a franchisee within our network to provide the services;
 - (b) to process your payment for the services; and
 - (c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us by calling customer services on 01452 223329 or email us at gloucestershire@trugreen.co.uk
- 12.2 We will only give your personal information to third parties, except as outlined in clause 13.1(a), where the law either requires or allows us to do so.
- 12.3 For more information on how we will use your personal data, please see our privacy policy.

13. OTHER IMPORTANT TERMS

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in

taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, details of the provider will be provided to you once the internal complaints process has been exhausted.

Schedule Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract or alternatively email gloucestershire@trugreen.co.uk)

To [INSERT] of [INSERT]

I/We hereby give notice that I/We cancel my/our contract of sale for the supply of the following service,

Ordered on/received* on:

Name of consumer(s):

Address of consumer(s):
.....

Signature of consumer(s):

Date:

* Delete as appropriate