



All work undertaken by ProLawn Professional Lawn Care ("the Company") is carried out in line with the terms and conditions set out below. By requesting ProLawn Professional Lawn Care to undertake any work, the customer is deemed to have accepted these terms and conditions, along with our GDPR Policy. These terms and conditions may change in line with business requirements.

## Introduction

Our services include the application of fertiliser, moss control and weed control to enhance the appearance and condition of your lawn. Optional additional services such as scarification, aeration and overseeding will be recommended when deemed necessary.

### 1. Rescheduling

1.1 Customers will benefit from a 14 day cooling off period after confirming that they wish to accept a quotation, or following their first visit from a member of our team - whichever is greater.

1.2 Customers benefit from communication of treatment visits 14 days in advance.

1.3 Customers may reschedule a treatment by providing 3 days' notice prior to the scheduled service date.

1.4 Failure to provide 3 days' notice of a reschedule of service will result in a charge equivalent to 50% of the service cost or £25, whichever is greater. For example, for a Monday visit, we must be informed by the Thursday before so we can adapt the schedules of our technician team accordingly.

1.5 Cancellations or rescheduling by ProLawn Professional Lawn Care due to inclement weather or operational reasons will not incur any charges. Our team will reschedule the service at the earliest available date.

1.6 Customers must notify us of any cancellations or rescheduling requests by contacting our office team via phone on 01285 407032, 01793 272453 or 07526 327523, or by email at [insert email address].

### 2. Cancellation / Termination of Service

2.1 Our service is made up of a minimum of five lawn care visits per year. Cancellation of pre-agreed services below this level without satisfactory reasoning will be deemed as an account termination at the discretion of ProLawn Professional Lawn Care.

2.2 Customers may terminate the services with written notice of 60 days. Services will continue to be provided and charged until the completion of this period. Your termination of service date will be confirmed by the office on receipt of your written instruction to cease services. Any prepaid services beyond the termination date will be refunded to the customer. Any payment plans will be assessed to establish any credit owed or balance due, based on treatments received and payments made, which will be charged or refunded accordingly.

2.3 First visits where a customer is accepting of a price for a lawn consultation and first treatment will remain billable if a customer chooses to benefit from the free consultation, but then rejects the previously agreed lawn treatment. This charge will be as per the price agreed verbally and as emailed, or £97, whichever is the lower amount.

### 3. Access

If we cannot gain access to the entire lawn area to be treated, we will knock or ring and telephone the customer if required. If we still cannot gain access to the entire lawn area, your technician will:

- Treat the front lawn only, if applicable, with full payment for the visit still due.
- Perform no service, and charge in line with a rescheduled call as set out in clause 1.4.

We will not automatically reschedule a treatment prevented due to no access until we hear from you regarding when access will be made available.

### 4. Safe Access and Working

Please ensure that access to your lawn is clear and safe for our technicians. We will send a non-service notification and a rescheduling charge as outlined in clause 1.4 for the following reasons:

- If a lawn is untreatable due to fallen leaves, play equipment or construction activity.
- If dog faeces are not cleared.
- If the lawn has been left too long to treat.
- If more than a third of the lawn is covered with leaves and it is pre-arranged with your technician, we may offer to blow these leaves into the closest non-lawn area at a charge of £25 per 100m<sup>2</sup>.

### 5. Quotations, Pricing and Payment Terms

5.1 The Company reserves the right to increase prices for standard treatments, providing at least 14 days' notice has been provided to customers via email, in writing or via recorded telephone communication.

5.2 The Company undertakes an annual review of pricing each winter. Customers should anticipate an increase in pricing each spring in line with economic factors. A price increase will typically be communicated via email.

### 6. Payments and Payment Terms

6.1 Payment for services rendered is due upon completion of each service visit within 7 days of invoice, unless prepaid, on a monthly payment plan, or otherwise agreed upon in writing. Failure to make timely payments may result in suspension or termination of services.

6.2 If you do not make payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% per year above the base lending rate of the Co-Operative Bank PLC. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

## **7. Mechanical Operations**

7.1 We reserve the right to request a booking deposit of 25% for mechanical services. We may not be able to schedule your mechanical call until we have received such a deposit.

7.2 We request that lawns are mown prior to services which include scarification, lawn renovation or lawn rescue to benefit results. As with leaf clearance, if your ProLawn technician needs to mow your lawn in order to carry out this service, this will be billed at an additional £20 per 100m<sup>2</sup> if booked in advance. If the lawn is not suitable for the booked work, we reserve the right to charge in line with a rescheduled call as set out in clause 1.4.

7.3 The Company accepts no liability for damage to utilities or hidden structures such as pipes or cables unless we are informed in writing of the position of said utilities or hidden structures. We ask for this information at the survey stage, and prior to mechanical bookings.

7.4 The Company cannot be held responsible for damage caused by stones and other items left in the lawn. While we take every care around pebbled and landscaped areas, the customer is responsible for ensuring stones are not in the lawn itself.

7.5 Our Germination Guarantee is applicable to our lawn repair, renovation and lawn rescue services when carried out in August, September and October. This guarantee is valid providing that ProLawn lawn treatments are ongoing, and that our aftercare advice with regards to watering and autumn leaf clearance has been followed. This guarantee is valid for 6 months from the date of renovation completion.

7.6 All maintenance aeration and scarification calls, when booked, are added as annual services as part of your programme unless requested otherwise. All lawn renovations are downgraded to standalone aerations for the following year unless requested otherwise. This is communicated with every quotation, within the customer's programme where applicable, and in before-service communications. The Company cannot be held responsible if this information is not consumed as intended.

## **8. Our Responsibility for Loss or Damage**

8.1 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 or the negligence of our team.

8.2 As we are providing services in your garden, we will repair any damage caused by us while doing so. However, we are not responsible for repairing pre-existing faults or damage that we discover while providing services.

8.3 Exceptions:

- If you have requested that we gain access to your garden by going through your garage or adjoining buildings, we do not accept responsibility for any damage that may be caused by doing so.
- If you fail to notify us of cables or wiring in the lawn as above.
- Damage caused by the projection of stones in lawns as above.

## **9. Complaints**

9.1 ProLawn Professional Lawn Care is committed to providing a high quality service to all of its customers, maintaining its reputation and overall feedback to date. The Company has a dedicated internal complaints procedure.

When something goes wrong, we need you to tell us about it so we can continue to learn and grow as a service.

9.2 If you have a complaint, please email us at [info@prolawnservices.co.uk](mailto:info@prolawnservices.co.uk) or speak to us over the phone on 01285 407032, 01793 272453 or 07526 327523. To avoid miscommunication, we find phone calls are often the best method.

9.3 If you have a complaint, you must report it within 28 days of the service or incident. If reported after this time period, we reserve the right to refuse action based on lack of evidence that the service or product was defective at the time of service.

9.4 We will make every effort to remedy the problem as soon as we reasonably can.

9.5 If remedying the problem is impossible, within a reasonable timeframe or without significant inconvenience to you, we will refund the price you have paid for the services.

9.6 If remedial work is undertaken by yourself or a third party without our prior agreement then this action will invalidate our service guarantee.

9.7 The raising of a complaint does not alter our terms as stated within Payments and Payment Terms. If a bill is outstanding then The Company will not be able to take a complaint forwards.

## **10. Images**

All images taken of our work remain the property of The Company for promotional and marketing efforts. We will take care not to reveal potentially sensitive information within these images. If you do not want any images used then please inform ProLawn Professional Lawn Care in writing.

## **11. Disclaimer / Other Important Terms**

11.1 ProLawn Professional Lawn Care cannot be held responsible for any circumstance beyond our control such as extreme weather, underlying soil conditions, insect or animal damage, or acts of God.

11.2 We operate a zero-tolerance policy on third-party harassment and sexual harassment towards our staff. If an employee has been subjected to third-party harassment they are encouraged to report it promptly so appropriate action can be taken.

11.3 We may transfer our rights and obligations under these terms to another organisation.

11.4 This agreement is between us and the named customer on our records.

11.5 Each of our 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.