

Terms and Conditions

These terms and conditions shall be deemed to be incorporated into all contracts between Pro Lawn (Scotland) Ltd and the "Customer" for the supply by the "Company" of goods and/or treatments and services specified ("the programme"). In the absence of express written agreement to the contrary such goods and/or treatments and services are tendered or delivered and work undertaken upon and subject to these terms and conditions only.

1. The "Company" agrees to perform the work agreed in a workmanlike manner using reasonable care to attain good results. However, all liability shall be excluded in respect of loss or damage arising from:
 - Faulty manufacture or inherent defect in any product which is used for the purposes of this contract.
 - Misuse, damage or treatment of any product by the "Customer" prior to work being undertaken.
 - Previous treatments, applications, or products used by any third party to these treatments.
 - Any damage or contamination to any associated surface otherwise than damage or contamination by the "Company's" negligence.
 - Treatments or practices carried out by the "Customer" outside of, or against the "Company's" recommendations.
 - Lack of or poor irrigation practise by the "Customer".
 - Poor/bad mowing practise by the "Customer".
 - General neglect by the "Customer" in the form of animal faeces, coverage of leaves, objects being left on the lawn and any other ill practice causing damage.
2. In the event of unforeseen weather conditions or circumstances, the "Company" reserves the right to re-schedule work at the "Company's" convenience.
- 3a. The "Customer" acknowledges that following application of certain treatments the "Customer's" lawn may have a less attractive appearance.
- 3b. The "Customer" acknowledges that following an application of Total Weed Killer to paths/driveways the product could potentially run off the edge of the surface after rainfall and the "Company" cannot be held responsible. The "Company" will however take precautions when applying the treatment to ensure that it is applied to the best of their ability.
- 3c. The "Company" will not be held responsible for any damage to plants, plant pots and other vegetation as it is the "Customer's" responsibility to ensure items are removed before the treatment takes place.
4. Quotations for supply of goods and/or treatments and services provided by the "Company" will be open for acceptance for a period of thirty (30) days from the date of the quotation, unless otherwise stated by the "Company" in writing.
5. Standard Service and Pay As-You-Go customers agree to pay for each agreed treatment on receipt of the invoice from the supplier, or within seven (7) days of the date on the invoice. If any invoice submitted by the "Company" to the "Customer" remains unpaid after 28 days, the "Company" reserves the right to charge an administration fee of £10 for any reminder letter generated plus interest at the rates set out below until payment is received in full. The rate of interest for late payment shall be the lower of: 2% over the base rate of HBOS as varied from time to time; The rate for the time being payable on judgement debts. Thereafter if the account still remains unpaid, the "Company" will notify a Credit Collection Agency to pursue the payment on their behalf. The "Customer" will then be liable to pay the "Company" for costs incurred.
6. The contract "Customer" agrees to make payment for our annual contract services by either an annual one off full payment, prior to any work commencing, or by twelve (12) equal monthly payments via direct debit until the total invoice amount is cleared in full. If a direct debit is returned to the "Company" as unpaid, the "Company" reserves the right to charge an administration fee of £10.
7. Any claim in respect of any goods or services provided by the "Company" under the terms of this contract must be notified to the "Company" within five (5) days from the time of the provision of the goods or Services by the "Company" and the "Customer" agrees to allow the "Company" every opportunity to rectify or make good the matters giving rise to such complaint. Subject to clause 1 of these terms and conditions the "Company's" liability for any claims made in accordance with this clause 7 shall not exceed £200 (two hundred pounds).
8. In the event of the "Company" being prevented by act or default by the "Customer" from carrying out the work at the agreed time and place, or in the event of less than twenty four hours notice being given by the "Customer" of cancellation, the "Company" has the right to claim a cancellation fee of £20 plus VAT thereon at the appropriate rate to cover costs. The "Customer" will default on their visit/treatment whereupon the "Company" have attempted to gain access on two separate occasions and no further attempts shall be made.
9. **Acceptance of Annual Contract**

The "Customer" agrees to purchase one annual package at the full purchase price from the "Company". At the "Company's" discretion, they may authorise the "Customer" at their request, to spread the payment for the package over the course of twelve (12) monthly instalments.
10. **Renewal of Annual Contract**

From the date of being accepted as a "Customer", the contractual agreement shall continue for an indefinite period unless terminated in accordance with these terms and conditions (or otherwise by operation of law).

The "Company" will notify the "Customer" thirty (30) days before the end of each annual period and issue them with a new invoice for the following year. If a written cancellation has not been received in writing within this period, it will be accepted as a request to continue with another annual programme.
- 11a. **Termination of Annual Contract**

If the "Customer" defaults on payment or cancels at any time within the twelve (12) month contract period, the "Customer" must pay the balance in full immediately upon request.

ALL requests for termination of contract must be tendered to the "Company" in writing thirty (30) days before the end of the twelfth (12) month contract period. If the contract is not cancelled in writing at the end of this contract period, the contract will automatically roll over for a further twelve (12) months and must be paid in full.

The "Company" may terminate the contract of any "Customer" if any part of the annual contract remains unpaid and all monies owing to the "Company" in accordance with the contractual agreement will become due immediately.
- 11b. **Termination of Pay As You Go and/or Weedbuster Services**

The "Customer" may cancel either of these services at any time but must give the "Company" reasonable notification before any treatments are due and any outstanding balance must be paid. If the "Customer" does not notify the "Company" that they wish to cancel, the "Company" will continue to apply treatments indefinitely and all monies owed must be paid by the "Customer".
12. **Pro Lawn Commitment**

Pro Lawn will endeavour to take all reasonable steps to improve your lawn throughout the course of your contractual agreement, including providing you with the best advice and options to ascertain the best results for your individual lawn(s).
13. These terms and conditions do not affect the "Customer's" statutory rights.