



**Please read the following important terms and conditions before you buy services from us and check that they contain everything you want and nothing that you are not willing to agree to.**

These terms and conditions set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

These terms and conditions apply where:

- we have entered into a contract with you at your home or work premises;
- you have signed an order with us during a visit from us at your home or work premises and we have agreed the contract at a later point in time; or
- we have visited you at your home or work premises and you have contacted us at a later date to state that you wish to enter into the contract with us.

Different clauses of these terms and conditions may apply depending on the way in which we enter into the contract with you as set out above. We will let you know where a certain clause only applies in certain circumstances.

In this contract:

- 'we', 'us' or 'our' means **MY LAWN LTD**; and
- 'you' or 'your' means the person buying services from us.

If you have any questions about these terms and conditions or any orders you have placed, please speak with our representative or contact us by:

- sending an email to [info@my-lawn.co.uk](mailto:info@my-lawn.co.uk); or
- calling us on 01829 309169.

### **Do you need extra help?**

If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this contract.

### **Who are we?**

We are **MY LAWN LTD**, a company registered in England and Wales under company number 12368796.

Our registered office is at: 68 High Street, Tarporely, England, CW6 0AT.

Our VAT number is: 371028812.

## **1. INTRODUCTION**



- 1.1 If you buy services from us, you agree to be legally bound by these terms and conditions.
- 1.2 When buying any services from us you also agree to be legally bound by any extra terms which may add to, or replace some of, these terms and conditions. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.

## 2. INFORMATION WE GIVE YOU

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

### Information we will give you

*We will give you information on:*

- *the main characteristics of the services you want to buy*
- *who we are, where we are based and how you can contact us*
- *the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*
- *in the case of a contract where its end has not been agreed or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs*
- *the arrangements for payment, carrying out the services and the time by which we will carry out the services*
- *how to exercise your right to cancel the contract and the costs of doing so*
- *our complaint handling policy*

- 2.2 We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper in-person before you buy the services from us. Some of this information is also set out in these terms and conditions, such as information on our complaint handling policy (see clause 16.5).
- 2.3 The key information we give you by law forms part of these terms and conditions (as though it is set out in full here).
- 2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## 3. YOUR PRIVACY AND PERSONAL INFORMATION



- 3.1 Your privacy and personal information are important to us. We will use the personal information that you provide to us to:
- (a) supply the services to you;
  - (b) process any payments you make for the services; and
  - (c) if you agreed to this during the order process, to inform you about your next appointment date (where applicable) and to keep you up to date with our latest services, products and helpful tips for your lawn, but you may stop receiving these communications at any time by contacting us.

3.2 We will only give your personal information to third parties where the law either requires or allows us to do so or you have given your permission.

3.3 To find out further details on what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query of compliant about the use of your personal information, you can view our Privacy Policy, which is available at [www.my-lawn.co.uk](http://www.my-lawn.co.uk) .

#### **4. ORDERING SERVICES FROM US**

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation and proposed lawn treatment given by us before you make an order for services is not a binding offer by us to supply such services.

4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.

4.4 When you place your order with our representative, they will acknowledge it in person, or if this is not possible (depending on the circumstances), by telephone or email. This acknowledgement does not, however, mean that your order has been accepted by us.

4.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) we cannot carry out the services (for example, because we have a shortage of staff);
- (b) we cannot authorise your payment; or
- (c) there has been a mistake on the pricing or description of the services.



- 4.6 We will only accept your order when our representative confirms this to you verbally in person (where necessary) or, in the majority of cases, we email you to confirm this. At this point:
- (a) a legally binding contract will be in place between you and us; and
  - (b) we will start to carry out the services in the way you and we have agreed.

## 5. RIGHT TO CANCEL

**This clause 5 only applies where we conclude a contract with you (i.e. once we have accepted your order in accordance with clause 4.6) at your home or workplace or where you place an order for our services with us when we visit you at your home or workplace but we agree to conclude the contract at a later date. In addition, this clause only applies where you are a consumer (i.e. you are engaging with us for purposes outside your business, craft or profession).**

- 5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period. This is further explained in clauses 5.6 and 5.7 below.
- 5.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form attached to this contract, but it is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the request form attached to this contract and giving it to our representative in person or by sending it by email to the address set out at the top of these terms and conditions. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (i.e. the work is completed). If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.



5.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

5.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of these terms and conditions. See also clause 10 below.

## 6. EFFECTS OF CANCELLATION

**This clause 6 only applies where we conclude a contract with you (i.e. once we have accepted your order in accordance with clause 4.6) at your home or workplace or where you place an order for our services with us when we visit you at your home or workplace but we agree to conclude the contract at a later date. In addition, this clause only applies where you are a consumer (i.e. you are engaging with us for purposes outside your business, craft or profession).**

6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

- (a) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
- (b) the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.

6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 7. CARRYING OUT OF THE SERVICES

7.1 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have not agreed a time or period, we will carry out the services within a reasonable time.



7.2 If the services which we are providing to you are ongoing, we will supply the services to you until either the services are completed or the subscription ends (if applicable) or you end the contract as described in clause 11 or we end the contract by written notice to you as described in clause 12.

7.3 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- (a) you change the services (and this means we have to do extra work or wait for extra materials);
- (b) we have to wait for your other providers to complete their work on your premises before we are able to carry out the services;
- (c) we cannot access the site at the times we agreed with you;
- (d) you have not prepared the site in the way we agreed with you (including the failure to remove any pets from your garden, unlock gates or doors or to provide us with access to a water supply where this is required for the provision of the services and has been agreed in advance); or
- (e) poor weather conditions.

7.4 If you do not allow us access to your property to perform the services as arranged or you fail to prepare the site in the way that we have stated (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, or you continue to fail to prepare the site to enable us to carry out the services, we may end the contract.

7.5 **We will provide you with a document which sets out instructions on how you must look after your lawn following us carrying out the services. We accept no responsibility for any damage to your lawn, damage to your or anybody else's property, illness and injury to you, other persons or animals or any other circumstance which results from your failure to follow the pre and post-treatment instructions.**

7.6 The images set out on our paper documents and on our website are for illustrative purposes only. We tailor our services to each lawn's needs specifically and therefore the presentation of your lawn following our services will vary from any photographs provided by us.

## 8. CHARGES AND PAYMENT



- 8.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges or waste fees as detailed in clause 8.2 below) to the fullest extent we can when you place an order with us.
- 8.2 Where the services that we are providing to you produce a certain level of waste or debris, we may require a fee to remove such waste or debris on your behalf. Where such a fee is likely to apply, this will be notified to you as accurately as possible at the time of placing an order with us. Where you do not wish to pay such a fee, you agree that the waste or debris will be left at your premises.
- 8.3 We charge for our services on a quotation basis (i.e. we promise to carry out the services at a fixed price). Your invoice will show the dates when the services were carried out, the date of your next appointment (if applicable) and other key information such as payment options and the invoice number. Please contact us using the contact details at the top of these terms and conditions if you want any further information on your invoice or have a query on it.
- 8.4 Where the value of the services that we are providing under the contract is over £300, we may ask you to pay a deposit before commencing the services, which may represent between 5% to 25% of the price for the services.
- 8.5 We accept payment by cash, cheque, credit or debit card.
- 8.6 If you wish to pay by credit or debit card, you may pay us by accessing the link shown on your invoice to the online payment section of our website.
- 8.7 If you intend on receiving on going services from us, you can set up a direct debit with us, which will be payable on the first of each month.
- 8.8 All invoices must be paid within 7 days of the date of the invoice.
- 8.9 If your payment is not received by us within 7 days of the date of an invoice, we may charge interest on any balance outstanding at the rate of 4 percentage points per year above the Bank of England's base rate. We will email you to let you know if we intend to do this.
- 8.10 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on corrected invoiced sums from the original due date.
- 8.11 In addition to our right to charge interest on overdue payments (see clause 8.9), if you are receiving on going services from us, and we do not receive payment for any invoice within 21 days of the date of that invoice, we may suspend the supply of the services until you have paid us the outstanding amounts. We will contact you to tell you that we are suspending the



supply of the services. We will not suspend the services where you dispute an unpaid invoice (see clause 8.10 above). We will not charge you for the services during the period for which they are suspended.

8.12 Nothing in this clause affects any legal rights you may have to cancel the contract during the cancellation period as set out in clauses 5 and 6.

8.13 All prices are in pounds sterling and include VAT at the applicable rate. If you intend to pay up-front for a number of services, we may offer you discounts on some of our services. Please speak with one of our representatives to see if you could be entitled to a discount.

## **9. NATURE OF THE SERVICES**

9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:

- (a) where the price has not been agreed upfront, the cost of the services must be reasonable; and
- (b) where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

9.2 We are under a legal duty to supply you with services that are in conformity with this contract.

## **10. FAULTY SERVICES**

10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of these terms and conditions. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

- (a) contact us using the contact details at the top of this contract; or
- (b) visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

10.2 Nothing in these terms and conditions affect your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of these terms and conditions.

## **11. WHAT TO DO IF YOU WANT TO STOP HAVING THE SERVICES**



Even if we are not at fault and you do not have the right to change your mind, you can still end the contract before it is completed (i.e. before all of the services have been completed and you have paid for them). If you want to end the contract before it is completed where we are not at fault and you have no right to change your mind, please contact us to let us know. The contract will not end until after the day on which you contact us. We will refund any advance payment you have made for the services which will no longer be provided to you by the method you used for payment within 14 days of you telling us that you want to stop having the services or have changed your mind.

## **12. OUR RIGHTS TO END THE CONTRACT**

12.1 We may end the contract 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 21 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;
- (d) you do not, within a reasonable time, prepare the site in accordance with the way we have agreed; or
- (e) if, in our reasonable opinion, we believe that carrying out the services would put us or our representatives in a situation which is unsafe or may cause harm

12.2 If we end the contract due to any of the reasons set out in clause 12.1, we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract as set out in clause 12.1.

## **13. OUTSTANDING PAYMENTS REMAIN DUE**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **14. LIMITATION ON OUR LIABILITY**

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- (a) losses that were not foreseeable to you and us when the contract was formed;



- (b) losses that were not caused by any breach on our part;
- (c) business losses; or
- (d) losses to non-consumers.

14.2 Where we are providing services at your property, we will make good any damage to your property caused by us while doing so. 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.

14.3 **For the avoidance of any doubt, we will not be liable for any damage to your property arising out of you failing to prepare the site in accordance with any instructions that we provide to you prior to carrying out the services. This includes, but is not limited to, any instructions to cover any vehicles or windows on the site when we are carrying out mechanical work, covering any surfaces when we use chemicals or other stain producing agents or informing us about any known underground pipes and cables.**

14.4 **We are not liable for any circumstance which arises out of you failing to follow our post-treatment instructions (please see clause 7.5 for further details).**

## 15. OWNERSHIP OF PHOTOGRAPHS, LOGOS AND OUR CONTENT

All photographs, logos and the contents of our website and any documents provided to you by us remain at all times our property. You are not permitted to use or reproduce any of our photographs, logos or the content of our website or documents without written permission from us.

## 16. OTHER IMPORTANT TERMS

16.1 **We may transfer these terms and conditions to someone else.** We may transfer our rights and obligations 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 these terms and conditions.

16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or obligations under these terms and conditions to another person if we agree to this in writing.

16.3 **Nobody else has any rights under these terms and conditions.** No one other than a party to this contract has any right to enforce any term of these terms and conditions.

16.4 **If a court finds part of these terms and conditions 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 clauses will remain in full force and effect.

**16.5 Disputes.**

- (a) we will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of these terms and conditions.
- (b) if a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (ADR). ADR is a process for resolving disputes between you and us that does not involve going to court.
- (c) The Centre for Effective Dispute Resolution (**CEDR**) is the ADR provider we use and is approved by the government to provide ADR services.
- (d) if you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.
- (e) relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have exclusive jurisdiction in relation to these terms and conditions.



## APPENDIX A - MODEL CANCELLATION FORM

### **Model cancellation form**

To: **My Lawn Ltd** of 68 High Street, Tarporley, England, CW6 0AT, with e-mail address [www.my-lawn.co.uk](http://www.my-lawn.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate



**APPENDIX B - REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD**

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by email to [info@my-lawn.co.uk](mailto:info@my-lawn.co.uk).

**Request for services to be provided during the cancellation period**

I/We [\*] hereby request that My Lawn Ltd starts supplying lawn care services during the 14-day cancellation period.

I/We [\*] understand and acknowledge that I/we [\*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [\*] do so, I/we [\*] will be required to pay for the services carried out by My Lawn Ltd until I/we [\*] told My Lawn Ltd that I/we [\*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by My Lawn Ltd in comparison with the full coverage of the contract.

I/we [\*] further understand and acknowledge that I/we [\*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (i.e. the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[\*] Delete/insert details as appropriate.