

## **Terms of Service**

Lawn Doc is a trading name of Lawn Doc Ltd company number 09810312 SUITE 3 AVIONICS HOUSE, KINGSWAY BUSINESS PARK NEWHAVE, GLOUCESTER, GLOUCESTER, GL2 2SN

**Privacy-** Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions.

**Previous Terms and Conditions-** In the event of any conflict between these Terms and Conditions and any prior versions, the provisions of these Terms and Conditions shall prevail unless expressly stated otherwise.

**Law and Jurisdiction-** These terms and conditions and any contract between you and Lawn Doc Ltd shall be governed by and construed in accordance with the Law of England and Wales and Lawn Doc Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

**Lawn Service** – Lawn Doc Ltd carries out treatment to all turf areas with commercial equipment. We spray for weeds, pests & disease and we also spray fertiliser and iron to encourage growth and remove moss, scarify tine and carry out lawn treatments to encourage growth and a healthy and great looking Lawn. Before we leave, we blow debris off all hardscapes (driveway, pathway, patios), and place any waste material in your receptacle or bag it up for you, per the predetermined agreement we do not remove this from site as we don't have a waste transfer licence and by leaving it on site helps keep our costs as low as they are and you can use most of this waste for either composting or for topdressing.

**Lawn condition** – Once you have signed up to a package Lawn Doc Ltd will start the treatments. During this time the lawn condition will generally look a lot worse before any improvements are noticed. The worse condition a lawn is the worse it will look in the short term by its very nature the killing off of weed, moss and undesirable grasses along with aeration and scarification will make the lawn look worse than before we started the treatments. This is perfectly normal and can take anything from a few days to a few months to get your lawn where you want it to be. If you allow Lawn Doc Ltd to continue with the treatments the lawn will flourish, during these times lawn Doc Ltd will advise and carryout the appropriate treatments and expects all agreed payments to be made on time.

**Intellectual Property-** All Content included on the Web Site or any of our literature, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Lawn Doc Ltd, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material unless given express written permission to do so by Lawn Doc Ltd.

**Billing & Payment Terms** – For treatment plan customers we send out monthly invoices the first of every month via email for all services provided during that year. You can pay for service in advance by Cash, Debit & Credit cards, and Cheque with a guarantee card and we don't charge for any service you do not receive. Payment of invoices are due within 14 days from billing the preferred method for most customers is Direct debit, this gives you peace of mind and is the easiest form of payment. Direct Debit customers on a Monthly plan receive additional discounts Past due accounts will incur a 10% fee based on balance past due. By signing the Direct Debit & order with Lawn doc ltd you not only accept that after the first full year from the order date your account will be added to managed package which includes carrying out the agreed packages at the standard rate for your size garden. If you wish to cancel the treatments after the first year you need to inform us in writing 45 days before the end of term that you wish to cancel. If you cancel after the 45 day period or after we have carried out services you agree to be liable for all costs and work carried out which have been unpaid.

**Garden Access** – Locked gates must remain unlocked for the full day of your scheduled service. If you prefer not to unlock your gate, please provide us with a key or password so we may gain access or be at home on our day of visit. We will let you know in advance of the day we will be visiting this will be subject to suitable weather conditions. Should we need to move this date due to adverse conditions we will do so at the next available appointment we have as near to the date booked we will let you know of this via email or phone call. We do not accept any claim for loss such as the client taking time off to be home in respect of this date being moved, we are dealing with a living lawn and the conditions must be optimal for the treatments to work and will only be carried out if in tolerance

**Pets children & Garden Debris** – Please keep your pets inside while we are servicing your property. Please have all pet droppings, toys, bones, large rocks, etc., picked up before our arrival. The chemicals we use are safe for pets and children after around 20 minutes of application so your family can go back on the lawn once we have left your property.

**Mowing-** Most of our customers keep their lawn at the correct length for the time of year, we ask customers to keep their lawn regularly cut during the growing season, we advise weekly or if possible twice weekly cutting in the growing Months and Monthly at other times weather permitting. It is your responsibility in maintaining your lawn at a healthy length which will help keeping it healthy. It is best to mow the lawn a few days to a week prior to our visit, this way the treatment we carry out works with the maximum effect. It is then advisable not to cut the lawn for a week to 10 days following our visit. We cannot emphasise enough how important regular mowing is and is the biggest part of any treatment package working.

**Service Days** – Our team generally works Monday thru Friday. Numerous factors can affect our schedule; therefore, we cannot guarantee a specific time of day for each service. Please do not water your lawn the day before, or the day of our visit, as this may contribute to difficult treatment conditions and prevent us from carrying out certain tasks.

**Rain/Weather Delays** – We do carry out treatments in light rain or after the rain lightens up. Should you think that it is too wet to visit, please contact us to skip that day. If we have determined that the conditions are too wet to allow a proper treatment, then you can expect us to service your property later that day if the rain subsides or on the day or two following.

**Schedule Changes & Skips** – We try to accommodate any scheduling changes you desire. If for any reason, you need to re-schedule, cancel, or skip a service, please contact us at least 48 hours in advance. If you have requested a skip service, your service will continue the next scheduled visit as usual. Our crews will decide whether your lawn needs to be treated, but you will need to call or email us to cancel or skip a scheduled treatment.

**Limitation of liability:**

Nothing in the Contract shall limit or exclude Lawn Doc Ltd's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

Subject to the above clause, Lawn Doc Ltd shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.
- (H) Specific condition of any lawn

Lawn Doc Ltd shall not be liable for any errors, defects or omissions in any Deliverables once these has been checked and authorised for publication by the Customer.

Lawn Doc Ltd's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

This clause shall survive termination of the Contract.

**Service Cancellations** – Our goal is customer satisfaction. You may cancel your service at any time. Neither party is obligated to continue service however if you have signed up for an **annual package there may be a balance to pay.**

**Service Issues** – On average we plan to visit at least every 10 to 12 weeks we can carry out our treatments at larger intervals but we strongly discourage this. Many conditions will affect your lawn and we recommend you stick to our program to ensure your lawn is in tip top condition.

**Property Damage** – Please contact us immediately if there is any property that is damaged by our team. Upon your notification, we will repair the damage in a timely manner. We will not honour any request for repair expenses for damaged property that we were not made aware of or allowed to repair in a timely manner. If we are unable to repair the damage, we will hire a qualified person to make the repairs.

**Trampolines etc**– If you have a trampoline or other item which is kept on your lawn for long periods it is recommended that you move the item every 2 days so as to avoid the grass struggling from light deprivation.

**Complaints** – Our goal is total customer satisfaction! If our work is not satisfactory, or you think we did not service your Lawn please let us know, we do not give credits. However, we want to be fair. If needed, we will visit your garden again and carry out the appropriate service without additional charge. Your notification of unsatisfactory service must be received within 24-hours of the service. If you do not notify us within 24-hours of the service, we will consider the work satisfactory for the scheduled service.