

"Regular maintenance" Service Terms and conditions (LAST UPDATED JAN 2018)

these terms and conditions are between the company (west lothian garden maintenance) or W.L.G.M and you (the client) who has requested W.L.G.M to undertake regular maintenance services (Grass Cutting and/or gardening services) for any other additional services please refer to our website for current terms and conditions. By using any of our services will be deemed as the clients acceptance of and understanding of our terms and conditions.

1. we dont tie clients into a long term contract and wont ever ask you to sign a contract and you can stop our service with just 7 days notice should you so wish. All work to be undertaken will be communicated and agreed prior to start date and all work to be completed by W.L.G.M , any alterations to the agreed works to be carried out or change of frequency must be recieved by W.L.G.M no later than 7 days before next scheduled visit either in writing by post or by email.

2.The stated cost for any works to be carried out refers to the labour costs for the agreed works only and does not include waste removal (unless stated) waste is normally recycled into the clients garden waste bin or compost bin, in the event of garden waste being requested to be removed by the client or where W.L.G.M have been unable to use any garden waste bin due to not being provided or emptied then an additional charge for this will be made. please contact us to obtain current costs on waste removal.

3. Any addition and or alterations to any works agreed shall be treated as variations and subject to written instructions and additional payments may be required to cover the agreed changes of frequency of visits or additional time/costs. if the change required by the client relates to one off additional work (no matter how small) in addition to the agreed works then the client should contact W.L.G.M in advance of next visit to obtain costing for such works and so that W.L.G.M can make allowances in advance for the extra time in our busy works schedule (no matter how small the job)

4.The client shall ensure W.L.G.M can have access to the site at all times to carry out works, the client also understands W.L.G.M are unable to specify a set day or time of visits in advance and should W.L.G.M not be able to gain access or staff are turned then full payment may be expected . Should a client wish for W.L.L.G to contact them a day prior to expected arrival this can be arranged although W.L.G.M cant specify times and any property/gates left unlocked are done so at clients own risk, any keys to be provided to W.L.G.M for gates should be tagged with your surname on it.

5. the client understands that the agreed works are not carried out on a timed visit or hourly rate (unless stated) but on a fixed price reflecting agreed works to be carried out over the season overall on agreed months/visits and time required to carry out works varies overall throughout the season but this has been taken into consideration in the overall agreed fixed price.

6.W.L.G.M is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to W.L.G.M in writing or apparent on visual inspection. it is also required that during such visits clients ensure that children and animals are kept indoors during the time we are carrying out any visit and that they remain under your supervision and responsibility of care. it is the clients responsibility to ensure all lawns should be clear of any small objects/toys etc prior to our arrival, with the exception of items such as swings, trampolines which will be moved by staff but only if moveable without risk of damage and not secured down/tied up etc.

7. Removal of large amounts of litter from the site is the responsibility of the client (unless stated otherwise), if works are being carried out either by the client or any third party and where additional time is required to clear up any mess from such works then additional charges will be made for the additional time spent doing so. Daily removal of any pet excrement is required by any clients who have animals to assist W.L.G.M to eliminate any severe health and safety risks posed to W.L.G.M staff whilst carrying out work and also to prevent contamination to W.L.G.M machinery, if W.L.G.M attend on any due visit and pet excrement is evident then no work will be carried out and a note left advising we have attended , should this be repeated at any time during the course of the year then services will be cancelled.

8. W.L.G.M preferred method of payment is direct debit. clients who wish to take advantage of a discounted annual agreement for services also dividing costs over 12 equal payments can only do so paying by direct debit, if a direct debit is returned unpaid or is cancelled full payment is immediately required for all visits/services provided up to date and no further services will be provided until any due payment is recieved in full and future payments will be invoiced at the pay rate. if you wish to have an ongoing regular maintenance agreement without direct debit you can "pay as you go" where payments can be made after each and every visit either in cash same day or by paperless invoice where payment can be made by online bank transfer . an additional charge of £1 will be applied to cover postage/ stationery costs for any paper invoices or payment reminders required to be sent out in the post as supposed to electronically (by email).

9.The client will be responsible for all payments to W.L.G.M being made on time, Regular Direct debit payments are taken on the 1st day of every month or shortly after ,if pay as you go all payments must be recieved by W.L.G.M within 5 of invoice date normally issued on last visit of each and every month. In the event of payment not being recieved on the due date W.L.G.M reserve the right to suspend/cancel any further services until any due payment is recieved in full, if in doing so the client has missed a scheduled visit upon late payment settlement an additional charge will be made for extra time required on next due visit to compensate for missed schedule visit. For ease of payment this is why direct debit is our preferred method.

10. W.L.G.M will exercise statutory rights to claim interest on any overdue invoice at the rate of 8% above the current bank of england base rate. Any invoices that remain unpaid after 30 days will be passed to debt collection automatically in which both interest and recovery costs will be added to the invoice.

11. Garden Maintenance is a regular maintenance programme carried out throughout all 4 seasons of the year and grass cutting visits operate between march - november as to which first/final visit dates may vary if receiving late/early winter weather. where services have been suspended or cancelled early by the client either in part or in full at any time before a client can re commence services extra time will be required by booking a one off visit (at an additional cost) to bring garden or lawn up to standard before we can offer a fixed price for any agreed visits ahead.

12. unless any alterations are to be made by the client or W.L.G.M in regards to works carried out or pricing or frequency then service will remain in place and agreement will roll on from one year to the next until such time as either party cancels or makes changes giving 7 days written notice.

13. where W.L.G.M decides it cannot carry out any maintenance visit due to adverse winter weather these visits will be rescheduled, in the event of not being able to re schedule no payment will become due for any missed visit.

14. Any complaint in respect to any part of the works received must be notified to the company in writing no later than 5 days from when work was carried out, either by email or post detailing your complaint. If the complaint is not received within that period W.L.G.M will be unable to properly investigate or process any such claim. All replies to any such complaints will be responded to within 5 working days of receiving it after investigation.

15. In addition to increased costs due to alterations to work required or change of frequency by client (see section 3.), costs and prices are reviewed annually in January and confirmation of any price increase will be issued to you giving 30 days notice. All services continue on a roll-on basis year to year unless cancelled by the client giving 7 days written notice either by email or post.

16. W.L.G.M reserve the right to amend or add to the current service terms and conditions by updating them accordingly on our website.

17. Scottish law governs these conditions.

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