

Terms & Conditions

Your statutory rights are not affected by these terms and conditions.

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Shetland Grasscutting is a trading name of Grounds Maintenance Solutions Ltd.
Managing Director Peter Gear FCML. Company reg no SC362482. Vat reg no 978 3672 58.



1. Definitions

The Contractor (I, we, us, our) is Grounds Maintenance Solutions Ltd, t/a "Shetland Grasscutting".

The Client (you, your) is the purchaser of goods or services, or your agent(s).

Dayworks (hourly rates, man-hours, mhhrs) means work for which our standard hourly rates apply (a firm fixed total price has not been agreed). Task rates vary by task type (current rates available upon request). Travel time and expenses (eg, man-hours, ferry fares), waste-disposal time, fees, and any chargeable material expenses, are levied over-and-above the onsite hourly rates.

The Service (Service Level) is the agreement of the scope of the work, and the structure of rates, made between the Client and the Contractor. This can be for fixed-rate work or dayworks. Where no fixed-rate has been put in place, and the client has asked us to progress with work, it is considered that the client agrees to settle on the basis of our standard dayworks rates.

Unless otherwise defined in quotes or other agreements, weed-spraying should generally be taken to mean "spraying of glyphosate-based total weedkiller over hard surfaces" (note - other chemical types / functions are available, and would be defined as such).

2. Duration

The works carried out shall by default, unless stated or agreed otherwise (e.g. in the case of contracts spanning more than one year, or in year-round tasks), take place within the following seasonal time-frames:

- Summer work (eg, grass-cutting and application of glyphosate) will generally be conducted between mid April through to early October.
- Winter work (eg, application of salt, snow-clearing), will generally be conducted between early October through to mid April.

Unless otherwise defined (by you or us), we will assume that you want regular work with repeating visits, such as cutting grass, to be done every year. We will continue with the work each year, unless you inform us otherwise, and may implement minor price variations from year to year (see section 3).

3. Variations, Renewals & Expenses

Quotes may be issued verbally, by email, using online software, or as "hard copy" in the post.

Work rates and prices are by default reviewed annually (around Jan – March for summer work, and Aug – Oct for winter work). Prices will increase or decrease to essentially keep step with inflation, as measured by the Retail Price Index (RPI). If prices are to stay the same, or are within the movement of the RPI, it will not be necessary for us to contact you with a revised annual quote for approval (although we may do so in some instances), and we will carry on with work at the revised rate.

If increases are greater than but within 5% of RPI, or there are particularly significant changes to terms, or if (where applicable) your direct debit instalment amounts are changed, we'll issue a revised quote, but we'll not need a reply from you for this – we'll assume you're happy for us to continue with work in line with the revised rates/terms, unless you inform us otherwise.

Where rates, specification or terms are otherwise significantly changed, we will normally wait until we get a response from you, to confirm whether we're to continue under the new terms, before proceeding with work.

Any other significant variation to work quoted for (e.g. you add a new job, or change the scope of specification, or there are changes to your site) will necessitate a corresponding change to the price. Such variation, and corresponding change in cost, will wherever practicable be agreed verbally / fax / email / in writing, before work continues. However, where it is necessary that work progresses without prior agreement as to cost implication, then the price will be altered based on our standard dayworks rates, and additionally on the cost of any materials and other expenses necessitated by the variation, including any time spent meeting onsite or otherwise in discussion regards the variation, and in administering the changes. Current dayworks rates for various task types, are available upon request.

We will change our hourly rates from time to time (to reflect changes to overheads such as wages, fuel, plant costs, etc). Unless these changes are fairly minor (e.g. within 5% of RPI) we will

not be expected to notify you of changes to hourly rates.

To be clear – if at any time you do not want us to continue with work, you must get in touch with us, to arrange cancellation of the service. We will by default return to do "regular" seasonal work year after year, until you indicate otherwise.

4. Payment terms

Payment in full is required no later than 28 days of the invoice date. We reserve the right to add interest at 15% above the Bank of Scotland base interest rate, on a cumulative monthly basis, for any amounts overdue, and to add any reasonable fees and expenses incurred in chasing overdue amounts, including our staffs' administrative time (at standard hourly rates), and any third-party expenses.

We reserve the right to suspend work until payment has been received for invoices raised, although this will only be resorted to in exceptional circumstances.

If a cheque is returned by the bank as unpaid for any reason, you'll be liable for a "returned cheque" admin fee of £20+VAT.

If you're paying by direct debit, approximate advance notice of the date(s) we'll attempt to raise payment will be listed either in your quote, in letters or emails, or in statements or invoices. We usually attempt to collect payment between approx. the 15th – 22nd of each month. You must ensure you have sufficient funds in place to cover your payments. If a transaction is refused, the direct debit agency charges us a fee, so we have to reclaim this (and our admin time) by charging your account in turn, a fee of £20+VAT, for each payment refused.

You must keep your mandate active from year to year if you want service to continue. If you wish to cancel your mandate, please in the first instance contact ourselves – this keeps our fees as low as possible. Customers who cancel a mandate and then attempt to set another mandate up again some months later, will (in most circumstances) lose some or all discounts associated with direct debits for one season, to reflect the additional associated charges levied by the direct debit agency.

5. Force Majeure

There may be exceptional circumstances when the service becomes unavailable, or prices may have to increase, due to reasons

beyond our control. This could occur, for example, as a result of severe weather conditions, outbreak of war, or as a result of unavailability, shortages, or extremely high cost of essential raw materials. In such circumstances, we'll do whatever we reasonably can to continue the service, but should any such circumstances render the service non-practicable, we may need to either cease or suspend the service without notice, or (with a reasonable measure of notice) increase our rates as a result of increased overheads. In any such circumstance we'll do whatever we reasonably can to inform you of the situation, and will resume the service to its original agreement as soon as circumstances permit.

Should suspension of the service result in additional work for us when the service resumes (eg, a build-up of weeks' or months' growth to contend with), we may have to charge you an additional amount accordingly as may be deemed reasonable in accordance with section 3, Variation & Expenses.

6. Service Level Agreement

Where a contract or agreement does not state otherwise, the following should be assumed for each task type:

General tasks

Scope

The borders and extent of work are those agreed either verbally between you and us in site meeting / telephone conversation, or in email / writing, or in a map. The onus is upon you to make clear the scope and specification of the work agreed. Where borders or the extent of work are disputed, you will be liable for the full amount per-visit for any work we have already done (rates for any remaining or future work would have to be renegotiated).

Tipping fees and travel time

Tipping & travel-time charges (based on the man-hours and expense involved in getting back and forth from site, and disposing of arisings) are generally built into our quotes, unless stated otherwise. However, in the case of dayworks, the tipping & travel element will be itemised separately in our invoice, from the time onsite.

Schedule

A regular programme of work will be adhered to as closely as is reasonably practicable. Where an

indication of visit dates / intervals / frequency has been provided, there will be a not unreasonable degree of flexibility in the length of time between visits / date of visit. We will stick as closely to the intended intervals / dates as practicable, but tolerances can typically be 35% briefer or 70% longer. To illustrate: Where approximately 14 days have been allotted between visits, we may leave a minimum of 9 or a maximum of 24 days between visits. When tolerances are approached or exceeded, we may reduce the fee at our discretion.

Should any problem arise with adhering to the programme of work we have provided you with, we will so far as practicable keep you informed.

Factors affecting time spent delivering and administering your service

We will as far as we reasonably can, provide the service as stated in the quote. However if circumstances change, for example:

- Access to the site is restricted (eg, new fencing blocks access for vehicles / machinery, an angry dog or aggressive person makes access difficult).
- Fertiliser is applied to turf causing increased growth.
- The site is found to be scattered with debris / rubbish / toys / excrement.
- Other obstructions appear onsite, including new flowers / trees planted within your turf.
- Additional man-hours imposed by you for any reason, such as complying with Client-specific site safety training, or your imposition of a highly-detailed set of contract terms intended to supercede these terms, or any other detailed "reporting" procedures such as taking photos, completing client-specific site-visit forms, obtaining signatures, requests for detailed written safety or environmental documentation, etc.

In these circumstances, we would have to charge additional rates for:

- Travel time incurred in visiting the site whether work proceeds or not.
- Travel-time and work involved in revisiting the site at a later date.
- Additional work involved in clearing the site / dealing with excess growth / additional administration, and the like.

Grass cutting

Prices for cutting grass are offered on the assumption that no fertiliser or other chemical will be applied to the lawn by anyone, unless this is otherwise agreed beforehand by us in writing / email / fax.

We reserve the right not to cut in areas with excessive excrement or other problem litter, and will not reduce the cost per-cut as a result

of missing out, or cutting high, in any such areas.

Where small plants or saplings are within the turf, no liability will be accepted for damage where these are not separated from the turf or otherwise protected or identified, for example by creating a lawn "edge" around the plant, or by establishing a mulch border around them, or by putting protective barriers or stakes around them.

By default, we will only cut grass where we can readily access with our machinery. We will not use non-mechanical hand tools to cut nor remove grass in difficult-to-access areas, unless this has been specifically and separately negotiated with you.

Hedge trimming

Prices are provided for hedge trimming, assuming that only thin, new growth is to be cut. Hard pruning of thick old woody growth is defined separately as Hard Pruning and is not within the scope of "Hedge trimming". Please refer also to the Hard Pruning section below.

Hard pruning

The extent of work to be done is usually agreed in site meetings between us and you. Any misunderstanding or disagreement regards the scope of the work, and the fee, is not our liability; the onus is upon you to make clear to us what you want done, and should you require a quote or estimate, that the scope of any such has been defined to your satisfaction. We will endeavour to do the work to your satisfaction, to the extent that we will strive to understand what you require of us, to the best of our ability, given your verbal or written instructions. If you need us to do more work than we quoted for, then we reserve the right to charge you for this extra work at our standard dayworks rates as per section 3 (Variation & Expenses), and for any additional tipping fee or other expenses reasonably incurred, should this be necessary.

Litter picking

Litter picking is defined as removal of light litter which can be easily lifted with litter-picking tongs and removed in either a "black" plastic rubbish-sack, or in a small sharps container. Excess waste and debris, such as mechanical components, large volumes of broken glass, chemicals, bulk goods, rocks, lumps of wood etc, are not included within the scope of litter picking.

Weed spraying

Due to restrictions of applicable Code of Practice, weed spraying can only take place during suitable calm, dry weather conditions. Because Shetland's weather is highly variable, transient and

localised, it is difficult to provide this service, so note that weather is more likely to disrupt and restrict the availability and scheduling of this service than other task types.

If weed-spray, for whatever reason, is not fully effective following application, or is slow to act, due to reasons beyond our control (eg, it rains in the local area shortly following application), we reserve the right to charge you the full amount quoted, for work done, whether the application is effective or not, however in these circumstances we will generally offer to reapply at a reduced rate, or free-of-charge, at our discretion.

Glyphosate and other chemicals

Glyphosate does not kill moss, and has limited effect on some weeds such as marestails. It generally takes anything up to a month to be fully effective. It must be applied up to 3 times during the growing season to keep weeds at bay, and is only effective when weeds have already formed significant leaf, and are actively growing. Therefore, appearance of plants which had not emerged at the time of application, should be expected, making re-treatment necessary.

We reserve the right to use other chemicals in place of or in conjunction with glyphosate, should we deem this necessary or appropriate, and without seeking your prior consent. For example, we might apply residual chemicals in the likes of some stone-chipped areas. We will not vary the overall annual charge for any such alternative programme, without first consulting you.

Snow clearing / salt spreading

For this section, please refer to a separate supplementary document, at the following location:
<http://www.shetlandgrasscutting.com/termswintergrit.pdf>

It has been split off for the sake of keeping the main document as brief as possible (due to the depth of detail in the gritting & snow-clearing section, as it spans 2 pages in itself).

7. Intellectual properties, confidentiality

Any design, drawing, original concept, creation, written document, image, information or other intellectual property, issued to you verbally, by email, fax, in writing or by any other means, remains our property, and does not become yours when we issue a copy of any document to you. You must recognise our ownership of any such material, and you may not pass a copy on to any third party.

Any schedule, price, pricing structure, method statement, quality statement, or other document issued to you by us, is commercially sensitive, is provided in strict confidence, and you must not pass it, or a copy, to any third party.

8. Termination

This contract can be terminated by either party at any time, subject to a period of notice of fourteen days.

9. Indemnity, Insurance, Compliance

We'll strive to fulfil all our necessary obligations regards compliance with currently prevailing Health and Safety legislation and Codes of Practice. Copies of policies etc available upon request.

We'll ensure the following levels of insurance as a minimum at all times:

- Public Liability £5,000,000
- Employers Liability £10,000,000.

This document current on the 24th March 2017.