



# TopGrass UK LTD

## Terms and Conditions

### **Table of Contents**

1. These terms	2
2. Information about us and how to contact us	2
3. Our contract with you	2
4. Your rights to make changes	2
5. Our rights to make changes	3
6. Providing the services	3
7. Your rights to end the agreement	4
8. Our rights to end the agreement	5
9. Complaint Procedure	5
9.1 Our complaints procedure	5
9.2 If you have a complaint	5
9.3 Reporting a Complaint	5
9.4 On receipt of a complaint	6
9.5 If you are dissatisfied with the outcome	6
9.6 Legal Ombudsman Service	6
9.7 Non-payment of our bill(s)	6
10. Price and payment	7
11. Our responsibility for loss or damage suffered by you	8
12. How we may use your personal information	8
13. General terms of service	8
14. Disclaimer	9
15. Other important terms	10



## **OUR TERMS**

### **1. These Terms**

1.1 These are the terms and conditions on which we supply services to you.

1.2 Please read these terms carefully before signing up to TopGrass services. These terms tell you who we are, how we will provide services to you, how you, and we, may change or end the service(s), what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### **2. Information about us and how to contact us**

2.1 We are **TopGrass (UK) Limited**, a **company registered** in England and Wales. Our company registration number is **05816948** and our registered office is at **TopGrass (UK) Limited of Camps Grange, Hoe Lane, Nazeing, Waltham Abbey, EN9 2RG**. Our Head Office address is **Unit N, Old Station Yard, Marton, CV23 9RU**. Our registered VAT number is **987441572**.

2.2 You can contact us by telephoning our customer service team at **01926 356303** or by writing to us at **info@topgrass.net** or at **Unit N, Old Station Yard, Oxford Road, Marton, CV23 9RU**.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and TopGrass (UK) Ltd.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

3.3 We will assign a customer number to your account and tell you what it is when we accept your order. It will help us if you can tell us your customer number whenever you contact us about your services.

3.4 Our website and advertising literature are solely for the promotion of our services in some areas of the UK. Unfortunately, we do not accept orders from addresses outside the UK.

### **4. Your rights to make changes**

If you wish to make a change to the services, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.



## **5. Our rights to make changes**

5.1 We may change the services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. These changes will not affect your use of the services.

5.2 In addition, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the agreement before the changes take effect.

## **6. Providing the services**

6.1 We will supply the services to you from the date we accept your service request. The estimated completion date for the services is as told to you during the order process, or we end the agreement by written notice to you as described in clause 8.

6.2 Our services are an ongoing maintenance service and will auto-renew each year unless you instruct us otherwise.

6.3 If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Such events may include, but are not limited to, the following:

- Unplanned staff absences
- Extreme weather conditions
- Machinery/vehicle breakdown

6.4 If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result as detailed below. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the agreement and clause 7.3 will apply.

- Cancellation of appointments - If you cancel a service within 3 working days of a scheduled appointment, you will be charged 50% of the service price to cover incurred losses.
- Lockouts - If we are unable to gain access to your garden on a scheduled visit, you will be charged 100% of the service price to cover incurred losses.

6.5 We may need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not provide us with this information, within a reasonable time of us asking for it, or you provide us with incomplete or incorrect information, we may either end the agreement (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. The information we would need that would impact our ability to provide the service includes, but is not limited to, the following:

- Property location/access information



- Up to date contact details
- Location of irrigation/shallow pipes in lawn for machinery work

6.6 We may have to suspend the services to:

- Deal with technical problems or make minor technical changes;
- Update the services to reflect changes in relevant laws and regulatory requirements;
- Make changes to the services as requested by you or notified by us to you (see clause 5).

6.7 We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 3 months you may contact us to end the agreement if we suspend the services and we will refund any sums you have paid in advance for services not provided to you.

6.8 If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the service until you have paid us the outstanding amounts.

## **7. Your rights to end the agreement**

7.1 You may contact us at any time to end the agreement for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 If you are ending the contract for a reason set out below, the agreement will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. Any outstanding invoices will need to be settled upon the closure of the account. The relevant reasons are:

- We have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- We have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- There is a risk the services may be significantly delayed because of events outside our control;
- We suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- You have a legal right to end the contract because of something we have done wrong.

7.3 If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract. If the cancellation is within 3 working days of a scheduled appointment, 50% of the service charge will be taken.



## **8. Our rights to end the agreement**

8.1 We may end the agreement at any time by writing to you if:

- You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 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; or
- You do not, within a reasonable time, give us access to your property to enable us to provide the services to you.

8.2 If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for 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 your breaking the contract.

8.3 We may write to you to let you know that we are going to stop providing the services. We will let you know at least **1 week** in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

## **9. Complaint Procedure**

### **9.1 Our complaints procedure**

We are committed to providing a high quality service to all our Customers. When something goes wrong, we need you to tell us about it. This will allow us to put things right for you and to help improve our service for others in the future.

We will do all we can to resolve your complaint quickly:

- We will work to understand what went wrong and why it happened
- We will explain the issue to you, what we have done, and what happens next
- We will be asking if there is any particular resolution you would prefer, and take that into account

Our aim is to reach a mutually acceptable solution and we want you to have this as quickly as you can. We will keep you updated along the way and let you know what we are doing to fix your issue.

### **9.2 If you have a complaint**

If you have a complaint, please contact the Customer Service Manager who will be responsible for dealing with client care issues.

You can contact them by post at TopGrass (UK) Ltd, Unit N, Old Station Yard, Marton, CV23 9RU, via email at [info@topgrass.net](mailto:info@topgrass.net) or by telephone on 01926 356 303.

### **9.3 Reporting a Complaint**

In the unlikely event there is any problem with our service:



- You must report the problem to us within the following time frames of the service occurring. If reported outside of this time frame, we reserve the right to refuse action based on lack of evidence that the service was defective at the time of application/incident:
  - For general complaints or complaints about an aeration service - **within 2 weeks** of the service being completed/incident.
  - For any treatment related complaints - **within 3 weeks** of the service being completed
  - For any renovation related complaints - **within 2 months** of the service being completed.
- if remedying the problem is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.
- in all other circumstances we will use every effort to repair or fix the problem free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, **within 1 year**.

#### **9.4 On receipt of a complaint**

- We will acknowledge receipt of your complaint promptly.
- We will ensure an appropriately qualified and senior individual investigates your complaint.
- We will investigate your complaint fully and provide you with a comprehensive response including the decision arrived at as soon as reasonably practicable and in any event within 28 days of receipt of your complaint. If it is not possible to respond within 28 days you will be notified of the reasons for this and provided with a further timescale for a final response which will be no longer than 8 weeks from the date of the complaint.

#### **9.5 If you are dissatisfied with the outcome**

At this stage, if you are still not satisfied, you should contact us again and we will arrange for a Senior Manager who has not had any dealings with your matter to review the initial decision.

We will write to you within 28 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

#### **9.6 Legal Ombudsman Service**

Once our own procedure is complete, if you are still not satisfied with our handling of your complaint or the outcome, you may contact The Legal Ombudsman Service by post at PO Box 6806, Wolverhampton WV1 9WJ, by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by telephone on 0300 555 0333 and ask them to consider the matter. You are required to allow us adequate time to satisfactorily resolve your complaint before referring the matter to The Legal Ombudsman but you must contact the Ombudsman within six months of the final



response from ourselves. Details of further time limits and conditions that may apply can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or directly from the Ombudsman's office.

If you wish to make a complaint of discrimination or harassment, you should also use this complaints procedure.

## 9.7 Non-payment of our bill(s)

You should be aware that the company may be entitled to charge interest if all or part of our bill(s) remains unpaid.

## 10. Price and payment

10.1 The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.

10.2 If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.3 It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

10.4 If we discover that a service requires more work than originally quoted for due to unforeseen circumstances and environmental factors, we would not carry out the incorrect service level, but instead provide a new quote for the appropriate level of work and await your agreement. We may also, on occasion, discover that we are unable to do a service altogether and would instead recommend an alternative course of action. Unforeseen factors may include, but are not limited to, the following:

- The discovery of significant levels of sub-surface thatch;
- The discovery of significant levels of grubs in the lawn (such as chafer grubs or leatherjackets);
- The discovery of large stones/other items in the lawn that can cause damage to our machinery.

10.5 For any services valued **above £1000 (including VAT)**, you must make an advance payment of 50% of the price of the service(s), before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 14 calendar days after the date of the invoice. We accept payment with debit/credit card or BACS transfer. We do not accept cash or cheque.



10.6 If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.7 If you think an invoice is wrong please contact us promptly to let us know.

10.8 If we are unable to carry out part of a service due to access restrictions at your property, the price of the service will remain the same as this is outside of our control.

## **11. Our responsibility for loss or damage suffered by you**

11.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

11.3 As we are providing services in your garden, 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.

11.4 Exceptions:

- If you have requested that we gain access to your garden by going through your house/garage or adjoining building(s)/structures, we do not accept any responsibility for any damage that may be caused by doing so.
- If you fail to notify us of cables/irrigation systems/wiring in the garden prior to us carrying out machinery work and these items are damaged as a result of that work, we do not accept responsibility for this.

## **12. How we may use your personal information**

12.1 We will use the personal information you provide to us to:

- provide the services;
- process your payment for such services; and
- to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

**12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.**





### **13. General terms of service**

13.1 Waste Removal - we are not a licensed waste removal company and do not remove any garden waste from client properties.

13.2 Items in your garden - upon arrival at your property, we assume that the garden is in the condition in which you would like it treated. The following conditions may mean that we are unable to carry out services:

- Leaf Litter - any leaf fall must be cleared prior to our visits. If under a quarter of the lawn is covered with leaves your technician may blow the leaves into the closest non lawn area (hard standing, bed etc) free of charge if they have time in their day. If the lawn has more than a quarter coverage of leaves and the technician has time in their day, they may blow the leaves as above, at a charge of £20 per 100m<sup>2</sup> (min charge of 100m<sup>2</sup>). If they do not have time, they will cancel the treatment and you will be charged 100% of the service price to cover incurred losses. The treatment will then be rescheduled.
- Dog Faeces - any dog faeces must be cleared prior to our visits. If there are more than 3 faeces per 100m<sup>2</sup> then we reserve the right to cancel the treatment which will result in a bill to the customer for 100% of the treatment price. The treatment will then be rescheduled.
- Furniture/toys/recreational items - these items must be cleared from the areas to be treated/serviced prior to our visit. Should any treatment areas be covered or inaccessible due to items left out, our technician will treat around them and 100% of the service charge will still be applied. If the items left out restrict access to the areas to be treated/serviced, the visit will be rescheduled and you will be charged 100% of the service price to cover incurred losses.
- Lawn Access - We do not under any circumstances accept client keys to their property or garden area. The company provides advance notice of visits and it is the client's responsibility to ensure access is provided to the garden for the technician and any equipment required to carry out the service.

### **14. Disclaimer**

14.1 TopGrass UK Ltd cannot be held responsible for any circumstances beyond our control which may affect services or the client's property.

14.2 These circumstances include but are not limited to:

- The effect of Acts of God on the client's property
- The effect of weather on the client's property
- Insect/animal damage to the client's property
- Plant disease
- Weed grasses in lawns
- Any damage caused by the client or another contractor. For example, misapplication of DIY products, damage caused by a mower or other machinery, insufficient watering, etc



- Any lack of results of the service caused by the client failing to follow our advice and guidance. For example, impacted seed germination/treatment results rate due to the client not watering sufficiently or mowing the area too soon after the service
- Any new weed or moss growth after the date of a treatment application. The products used target existing weeds and moss only

## **15. Other important terms**

15.1 We may transfer our rights and obligations under these terms to another organisation.

15.2 You may only transfer your rights or your obligations under these terms to another person with our written consent.

15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

15.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.