



Harrison James Property Ltd t/as Eco-Gardener Terms & Conditions

1. Introduction

These are Harrison James Property Ltd Terms & Conditions. They tell you:

- The rules for using our services
- What you can expect from Harrison James Property Ltd t/as Eco-Gardener
- Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before using our services. **By using our services, you are agreeing to these terms.** The latest version always applies, and we'll usually only make updates when we offer a new service, change how we provide a service, or have to comply with a new legal requirement.

3. What Do We Mean by “Services”?

Anything offered by Harrison James Property Ltd t/as Eco-Gardener including gardening, property maintenance, waste removal, grass cutting, hedge cutting, cleaning and tidying and all other services associated with 'gardening':

- Enquiries
- Estimates
- Maintenance
- Project work

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- “Us/We/Our” refers to Harrison James Property Ltd t/as Eco-Gardener

- “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- “Tradesperson/tradespeople” refers to the representative(s) appointed by Harrison James Property Ltd t/as Eco-Gardener to carry out work.

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by the tradesperson carrying out work) including all reasonable time spent in setting up, packing away and working with equipment.
- Due to the physical nature of work, comfort, rest and recuperation breaks only when needed and always kept to a minimum.

You will only be charged for the time spent related to your work. All other times, i.e. lunch breaks, are non-chargeable.

6. Fixed Price Work

The total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour, materials & travel. **Fixed price work has no relation to the length of time taken to complete the work.** All fixed price work is as quoted and in most cases itemised to show a breakdown of charges. We offer a guarantee on fixed price work meaning (manifest errors exempt) the price we quote is the price you pay for all the work as itemised on the quotation provided.

7. Waste Removal

Garden waste and any other waste removed as part of our work remains the property of You the customer and remains so until the invoice is paid in full. Any disputes over payment will result in waste removed being returned to you.

8. Time and resources

All work undertaken is quoted explicitly at our discretion. Whilst we may provide an estimate of time and resource, we are under no obligation to provide such information. We will provide the sufficient manpower and resources to ensure a job is completed in a reasonable amount of time. **Under no circumstances is fixed price work related to the length of time taken to complete that work.**

9. Offers & Incentives

On an ongoing basis, at our discretion, we promote a selection of offers and incentives, these will be clearly defined including any specific terms & conditions. Offers and incentives may only be used in conjunction with each other at our discretion.

10. Invoices & Payment

We reserve the right to request full payment in advance at our discretion.

Upon completion of Fixed Priced Work work you will be invoiced, for which payment is due on receipt. Harrison James Property Lytd t/as Eco-Gardener reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 8% until payment is received by us in full.

Hourly rate work is often (but not always) invoiced on the first of the immediate month following the work, for which payment is due on receipt.

You accept sole liability to make payment in full.

When being instructed to undertake work, but advised a third party will be responsible for payment we may at our sole discretion refuse to provide a quote, seek additional information one the third party, additional assurances or charge a premium for our work, At our discretion we may request payment in advance when undertaking work on behalf of a landlord when instructed by a tenant.

11. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by Whatsapp/SMS) by the end of the working day before the scheduled booking.

Cancellations made further in advance should also be made by Whatsapp/SMS telephone, and you should request written confirmation from us, so that you are not liable to be charged.

If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

12. Liability

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where recommended work has not been carried out. Work will not carry a guarantee where you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

13. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

14. General

These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed

by a duly authorised representative and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.

Harrison James Property Ltd T/as Eco-Gardener is a company incorporated in England and Wales with registered number: 12513749.

Our registered office is: % The Accountancy Partnership, Twelve Quays House, Egerton Wharf, Wirral, United Kingdom, CH41 1LD.