

Grounds Maintenance – Terms of Business (Commercial Clients)

Key Commercial Terms (Summary)

Item	Commercial Term
Contract Type	Commercial multi-site grounds maintenance agreement
Minimum Service Term	12 months from commencement date
Automatic Renewal	Automatically renews for successive 12-month periods
Termination Notice	3 months' written notice prior to anniversary date (post minimum term)
Scope of Services	As defined in the Specification and Site Schedule
Sites Covered	Multiple sites as listed in the Site Schedule (may be varied by agreement)
Pricing Basis	Fixed for the contract year, subject to variation for scope or site changes and annual CPI uplift
Payment Terms	Monthly invoicing, payable within 30 days after invoice
VAT	Charged at the prevailing rate where applicable
Service Suspension	Permitted for non-payment without liability
Liability Cap	Limited to total contract value in any 12-month period
Insurance	Public & Employer's Liability maintained
Governing Law	England and Wales

This Key Commercial Terms page is for convenience only. In the event of conflict, the full Terms of Business shall prevail.

1. Definitions

In these Terms of Business: - **“Company”** means the Grounds Maintenance Contractor providing the Services. - **“Client”** means a business, company, organisation, managing agent, or public body engaging the Company. - **“Services”** means the commercial grounds maintenance services agreed between the Company and the Client. - **“Site”** means any one site, or multiple sites, locations, or properties listed in the Contract, service schedule, or specification. - **“Site Schedule”** means the document listing individual Sites, frequencies, and service requirements. - **“Contract”** means these Terms

of Business together with any written quotation, Site Schedule, specification, service agreement, or framework agreement.

2. Basis of Contract

2.1 These Terms of Business apply to all commercial work undertaken by the Company unless otherwise agreed in writing.

2.2 No terms or conditions endorsed upon, delivered with, or contained in the Client's purchase order or other document shall form part of the Contract unless expressly agreed in writing by the Company.

2.3 Acceptance of a quotation, issue of a purchase order, instruction to proceed, or payment of an invoice constitutes acceptance of these Terms.

3. Scope of Services

3.1 The Services shall be carried out in accordance with the agreed written specification, service schedule, or quotation.

3.2 Services are provided on a best-practice horticultural basis and no guarantee is given as to specific aesthetic or growth outcomes.

3.3 Any variation or additional work requested by the Client must be confirmed in writing and will be charged at the Company's prevailing rates.

4. Pricing and Quotations

4.1 Quotations are valid for 30 days unless otherwise stated.

4.2 Prices are based on site conditions, access, and information available at the time of quotation.

4.3 The Company reserves the right to revise pricing where: - Site conditions differ materially; - Access arrangements change; - The scope of Services is altered; - Statutory or operational costs increase.

4.4 Annual Price Review (CPI Uplift): With effect from each contract anniversary following the commencement date, the Company may increase the contract prices in line with the percentage increase in the UK Consumer Prices Index (CPI) over the preceding 12-month period, as published by the Office for National Statistics.

4.5 Where CPI is unavailable, a comparable official index shall be used.

4.6 All prices are exclusive of VAT unless stated otherwise.

5. Payment Terms

5.1 Invoices shall be issued monthly unless otherwise agreed.

5.2 Payment is due within 30 days of the invoice date.

5.3 Late payment may attract interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 The Company reserves the right to suspend Services where payment is overdue, without liability.

6. Contract Term, Sites, and Notice

6.1 The Contract shall apply to all Sites listed in the Site Schedule.

6.2 The Contract shall be entered into for a **minimum service term of twelve (12) months** from the commencement date, unless otherwise agreed in writing.

6.3 During the minimum service term, the Client may not terminate the Contract for convenience, save where expressly permitted under these Terms.

6.4 The Client may add or remove individual Sites during the minimum service term by providing written notice, subject to pricing adjustment, provided that removal of Sites does not reduce the Contract value below an agreed minimum annual value.

6.5 Pricing may be varied where the number of Sites, travel requirements, access arrangements, or service frequencies change.

6.6 **Following expiry of the minimum service term, the Contract shall automatically renew for successive periods of twelve (12) months** on the same terms and conditions, subject to any agreed price review.

6.7 Either party may terminate the Contract at the end of the minimum service term or any renewal period by giving not less than **three (3) months' written notice** prior to the relevant anniversary date.

6.8 Termination may apply to individual Sites or the Contract as a whole following the minimum service term.

6.9 Immediate termination may occur where the Client:

- Fails to make payment;
- Commits a material breach of contract;
- Becomes insolvent or enters administration.

7. Client Obligations

7.1 The Client shall provide safe, suitable, and unrestricted access to the Site.

7.2 The Client is responsible for identifying and clearly marking all underground services, irrigation systems, drainage, cables, and fragile features.

7.3 The Company accepts no liability for damage to unmarked or undisclosed services.

8. Health, Safety, and Compliance

8.1 The Company shall comply with applicable health and safety legislation and industry standards.

8.2 The Client must disclose any site-specific risks, asbestos registers, or permit-to-work requirements.

8.3 The Company may suspend or refuse work where conditions are unsafe or non-compliant.

9. Weather, Programming, and Site Variations

9.1 Grounds maintenance services are subject to weather, seasonal conditions, and site-specific factors.

9.2 Service visits may be delivered flexibly across Sites to optimise efficiency.

9.3 The Company may reschedule visits at individual Sites where conditions are unsuitable.

9.4 Missed or postponed visits due to weather or access restrictions shall not constitute a breach of Contract.

10. Waste, Materials, and Sustainability

10.1 Green waste will be removed unless otherwise agreed.

10.2 Waste will be processed in accordance with environmental regulations.

10.3 Materials supplied remain the property of the Company until paid for in full.

11. Liability and Indemnity

11.1 The Company shall exercise reasonable skill and care in providing the Services across all Sites.

11.2 The Company shall not be liable for:

- Loss of profit, business interruption, or indirect losses;
- Damage arising from pre-existing site conditions at any Site;
- Natural decline of lawns, plants, or trees.

11.3 The Client shall indemnify the Company against claims arising from undisclosed hazards, access issues, or Client instructions at any Site.

11.4 The Company's total aggregate liability across all Sites shall not exceed the total Contract value in any 12-month period.

12. Insurance

12.1 The Company maintains appropriate public liability and employer's liability insurance.

12.2 Evidence of insurance shall be provided upon reasonable request.

13. Complaints and Rectification

13.1 Any issues must be notified in writing within 7 days of the relevant visit.

13.2 The Company shall be given a reasonable opportunity to inspect and rectify the issue.

14. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including extreme weather, labour shortages, equipment failure, or government action.

15. Data Protection

Both parties shall comply with applicable data protection legislation.

16. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.