

# Grounds Maintenance Terms of Business

These terms set out how we will deliver your grounds maintenance service and how we will work together. Read them alongside the quotation and site schedule, which describe the work, standards, visits and charges agreed for your sites.

## Contract particulars

| Item                        | Agreed details                                                                                                                                                                                  |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor                  | Blake Grounds Services limited                                                                                                                                                                  |
| Client                      |                                                                                                                                                                                                 |
| Quotation and site schedule |                                                                                                                                                                                                 |
| Service dates               | Start date: [date]<br>Initial term ends: [last day of the initial 12-month period]                                                                                                              |
| Price and invoicing         | Annual fee:<br><br>Payment: within -- days of receipt of a valid invoice                                                                                                                        |
| Term and notice             | Initial term: -- months<br>Then continues until ended on three calendar months' written notice by either party. Notice may be given during the initial term to end on or after its last day.    |
| Liability and insurance     | Agreed liability cap under clause 10:<br>Public liability cover: £5,000,000<br>Employers' liability cover: £10,000,000                                                                          |
| Contact details for notices | Contractor: Blake Grounds services limited<br>Jactin House, 24 Hood Street, Ancoats Manchester M4 6WX<br><a href="mailto:hello@blakegroundsservices.co.uk">hello@blakegroundsservices.co.uk</a> |
| Agreed changes              |                                                                                                                                                                                                 |

## **1 Our agreement**

1.1 “We” and “us” mean the contractor named in the contract particulars. “You” means the named commercial client. These terms are for business and organisational clients, not individuals purchasing services mainly for personal use.

1.2 Our agreement comprises the completed contract particulars, quotation, site schedule and these terms. The particulars take priority, followed by the quotation, site schedule and these terms. A separately agreed and signed client contract or framework takes priority over these documents to the extent of any conflict.

1.3 We will supply the complete agreement before acceptance. The agreement takes effect when both parties confirm acceptance in writing, including by email. Quotations remain open for 30 days unless stated otherwise. A purchase order containing different terms must be resolved in writing before work begins.

1.4 Each person accepting the agreement confirms that they are authorised to act for the named party. If a managing agent acts for a property owner or another organisation, the agreement must identify that organisation and who is responsible for payment.

## **2 The service we will provide**

2.1 We will carry out the agreed work with reasonable skill and care, using suitably trained people, appropriate equipment and safe working methods. We remain responsible for any subcontractors we appoint.

2.2 The site schedule will identify the sites and areas, tasks, service standards, seasonal frequencies or visit numbers, access arrangements and exclusions. It should also state whether waste removal, herbicide treatment, watering and specialist work are included. Services not included require a separate written agreement.

2.3 Plant growth and appearance depend on weather, soil, pests and other conditions. We cannot promise a particular natural outcome, but remain responsible for meeting the agreed specification and for loss or damage caused by our failure to exercise reasonable skill and care.

2.4 We will keep a record of visits and significant work completed, report material problems and provide the agreed service information to your nominated contact.

## **3 Length of service and notice**

3.1 For recurring maintenance, the initial term is 12 months from the agreed start date unless the contract particulars state otherwise. The commitment applies to both parties, subject to the termination rights in these terms or a written agreement to end earlier.

3.2 After the initial term, the agreement continues on a rolling basis. Either party may end it by giving at least three calendar months’ written notice, with an end date no earlier than the last day of the initial term. Notice can be given during the initial term. There is no automatic renewal for another fixed year.

3.3 One-off work ends when the agreed work is completed; the initial term and rolling notice provisions do not apply unless expressly agreed. Payment and responsibility for work already undertaken continue after the agreement ends.

## **4 Prices and changes to the work**

4.1 Prices exclude VAT unless the quotation states otherwise. The agreed recurring price is fixed during the initial term except for changes agreed under this clause. Unexpected site conditions or increases in our operating costs do not automatically permit extra charges.

4.2 We will explain any proposed change to scope, frequency or site arrangements and its effect on price and timing. Both parties must agree it in writing before the changed work starts. If unsafe conditions are discovered, we may stop the affected work while an appropriate solution is agreed.

4.3 From the first anniversary, the recurring price may be adjusted once a year by the latest published ONS UK all-items CPI 12-month percentage rate available when we give notice. A negative rate reduces the price. We will provide the calculation and at least three calendar months' written notice. A later notice defers the change until that notice period expires; changes are not backdated. Any different increase requires written agreement.

4.4 Additional sites can be added by written agreement. During the initial term, removing sites requires agreement on the scope and financial effect. Afterwards, you may remove a site on three calendar months' written notice. The charge allocated to that site stops when removal takes effect. Any revised price for remaining sites requires written agreement; otherwise their existing prices continue. The site schedule must allocate charges to individual sites.

## **5 Invoices and payment**

5.1 Unless the quotation states otherwise, we invoice monthly in arrears and payment is due within 30 days of receipt of a valid invoice. The quotation must distinguish an annual fee paid in equal monthly instalments from payment per visit. Equal instalments spread the annual service cost and do not represent identical amounts of work each month.

5.2 Please raise invoice queries promptly, identifying the amount and reason in dispute. We will investigate reasonably and agree any correction. You must pay undisputed amounts by their due date. Raising a genuine dispute does not itself justify suspension of service.

5.3 For overdue undisputed sums, we may claim statutory interest and debt recovery compensation where permitted by the Late Payment of Commercial Debts (Interest) Act 1998. We will first contact you to seek payment.

5.4 If an undisputed payment remains overdue, we may suspend affected services after giving at least seven calendar days' written notice identifying the amount due and suspension date. We will restart promptly after payment or an agreed payment arrangement. We will agree any necessary catch-up programme and charges before carrying it out. Charges for undelivered work will be addressed under clauses 7 and 12.

## **6 Access and safe working**

6.1 You will arrange access at the agreed times, provide keys or access codes where needed, and tell us about known hazards, underground services, irrigation, fragile features and site rules. You will supply relevant plans and safety information that you hold or can reasonably obtain.

6.2 We will assess the risks of our work, take reasonable precautions to identify hazards and comply with applicable health, safety and environmental law. Missing information does not remove our responsibility to work carefully.

6.3 If access is unavailable or conditions are unsafe, we will explain the issue and agree the next steps. Any abortive visit charge must be stated in the quotation or separately agreed, be reasonable and reflect costs actually incurred. We will take reasonable steps to avoid unnecessary cost.

## **7 Weather and postponed visits**

7.1 We may adjust visit dates to suit weather, growing conditions and safe working, while meeting the agreed frequencies, seasonal requirements and standards. We will notify you of significant delays and arrange replacement work as soon as reasonably practicable.

7.2 A postponed visit is not automatically treated as completed. If agreed work cannot be made up within an appropriate seasonal period, we will agree equivalent work with you or issue a reasonable credit for the undelivered element. This also applies to an annual fee paid by instalments. Agreed abortive visit charges remain payable.

7.3 We will tell you about ongoing disruption and agree a revised programme where needed. Routine weather conditions do not provide a blanket exemption from delivering the agreed service.

## **8 Waste and materials**

8.1 Waste handling and removal will follow the site schedule and applicable legal requirements. We will use authorised carriers and disposal or recovery facilities where required, and provide relevant waste records on request.

8.2 Ownership of separately supplied materials passes on payment, so far as legally possible. We will not remove planted or incorporated materials without your written agreement or other lawful authority. Any establishment care or replacement guarantee for new planting must be stated in the quotation.

## **9 Service concerns and putting things right**

9.1 Please tell us about any service concern as soon as reasonably possible after discovering it, preferably within seven days, with photographs where helpful. This is a reporting target, not a deadline that removes your rights.

9.2 We will acknowledge a complaint within five working days, investigate and agree a reasonable timescale for any correction. We will put right work that fails to meet the agreement at our cost. Please

give us reasonable access and an opportunity to do so, except where urgent action is reasonably needed to protect people or property.

9.3 If we cannot put matters right, we will agree an appropriate price reduction or other remedy. This process does not remove either party's other contractual or legal rights.

## **10 Responsibility and insurance**

10.1 Each party is responsible for direct loss or damage caused by its breach of this agreement or negligence. Neither party is responsible for loss caused solely by the other party or circumstances for which it is not legally responsible. Both parties will take reasonable steps to limit avoidable loss.

10.2 Neither party excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or anything else that cannot lawfully be excluded or limited.

10.3 Subject to clause 10.2, each party's total liability arising from this agreement in each contract year is limited to the amount expressly agreed in the contract particulars. A contract year starts on the service start date or an anniversary of that date. If no cap is entered, no contractual financial cap applies. The cap does not limit the client's obligation to pay properly due charges or either party's obligation to refund overpayments.

10.4 Subject to clause 10.2, neither party is liable for indirect or consequential loss. Reasonable direct costs of repairing damage or obtaining replacement services following a breach are not excluded by this clause, but remain subject to the agreed cap.

10.5 We will maintain the insurance stated in the contract particulars and employers' liability insurance where legally required, and provide evidence on request. The liability cap must be expressly agreed with regard to the work, foreseeable risks and available insurance.

## **11 Ending the agreement for a problem**

11.1 Either party may end the agreement by written notice if the other commits a material breach and fails to put it right within 14 calendar days of a written request describing the breach and the action needed. If correction reasonably needs longer, the parties may agree a clear remedial plan and deadline.

11.2 Either party may end the agreement immediately by written notice for a material breach that cannot be remedied. Non-payment is addressed through the notice and remedy process above, taking account of genuine invoice disputes.

11.3 Any termination or suspension connected with insolvency is subject to applicable insolvency law. Neither party may exercise a right that the law restricts.

## **12 Arrangements when service ends**

12.1 We will cooperate in a reasonable handover, return keys and access devices, and provide outstanding agreed service records. Both parties remain responsible for any applicable statutory duties concerning staff transfers and will cooperate in supplying information lawfully required.

12.2 The final account will reconcile delivered work, agreed credits, payments made and properly due charges. Any method of valuing seasonal work on early exit must be set out in the quotation; otherwise the parties will reasonably value the work actually delivered. There will be no double recovery, and overpayments will be refunded within 30 days of agreement of the final account.

12.3 If you request an agreed early release during the initial term, any settlement must reflect evidenced, reasonable loss after deducting costs saved and loss reasonably avoided. The full remaining contract price is not automatically payable. No early release charge applies where you validly terminate because of our breach.

### **13 Exceptional disruption**

13.1 Neither party is responsible for delay caused by an exceptional event outside its reasonable control that it could not reasonably prevent or overcome. The affected party must notify the other promptly, explain the likely impact and take reasonable steps to minimise disruption. Ordinary staffing shortages, routine equipment breakdown and normal seasonal weather are not covered.

13.2 If the event prevents a substantial part of the service for more than 30 consecutive days, either party may end the affected services by written notice without an early exit charge. Undelivered work and the final account will be dealt with under clauses 7 and 12.

### **14 Information notices and disputes**

14.1 Both parties will protect confidential information and comply with applicable data protection law. We will agree any necessary data processing arrangements before handling personal data on your behalf. Site photographs will be limited to legitimate service purposes; publicity use requires your prior written agreement.

14.2 Notices to end the agreement, change prices or suspend services must be sent to the contact details in the contract particulars. An email is treated as received on the next working day after sending if no delivery failure is received. A notice delivered by hand is received on delivery; a prepaid first-class postal notice is received on the second working day after posting. Either party must notify changes to its contact details. Working days exclude weekends and public holidays in England and Wales.

14.3 If a dispute arises, the nominated contacts will first try to resolve it, escalating to senior representatives if needed. The parties may agree mediation. This does not prevent either party from seeking urgent relief or using the courts.

14.4 The laws of England and Wales govern this agreement and the courts of England and Wales have exclusive jurisdiction.

### **Acceptance**

By signing below, or confirming acceptance by email, each party accepts the completed contract particulars, identified quotation and site schedule, and these terms. Please retain the complete agreed set of documents.

For the contractor

Name and position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For the client

Name and position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_