

Terms & Conditions

Really important (*but slightly dull...*)

For Privacy Notice see Page 10

1. Information about us and how to get in touch.

We are Joe's Lawn Care Limited trading as Joe's Lawn Care. Our registered company number is 09412604. You can contact us by telephone 03300 432343 or email info@joeslawncare.co.uk. Should we need to contact you, we may do so by either telephone, email, text message, or in writing via post. Our normal office hours are Monday to Friday 8.30am until 5pm

0. Communication and Contact Details

2.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 03300 432343 or by email at info@joeslawncare.co.uk.

2.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:

- contact Us by email at info@joeslawncare.co.uk. or
- contact Us by pre-paid post at Friars Well Estate North Drive, Wartnaby, Melton Mowbray, Leicestershire LE14 3HQ

1. These Terms and Conditions shall be deemed to be incorporated into all contracts between, Joes Lawn Care Ltd "(the Supplier / We/Us)" and the Customer" (the Customer/You)" for the supply by the Supplier of goods and/or services specified in the "Quotation, The Treatment Program, or our Recommendations". In the absence of express written agreement to the contrary, such goods and/or services are tendered or delivered, and work undertaken upon subject to these terms and conditions only. These Terms and Conditions apply where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

4. Definitions and Interpretation

4.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Times"	means the times which You and We agree for the Service Provider to have access to the Property to complete the Job as specified in the Agreement;
"Agreement"	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions[. Our standard form of Agreement is attached as Schedule 1];
"Business"	means any business, trade, craft or profession carried on by You or any other person or organisation;

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit You may be required to pay in accordance with Clause 5;
“Final Fee”	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions;
“Job”	means the complete performance of the Services;
“Order”	means Your initial request for Us to provide the Services as set out in Clause 4;
“Products”	means the products required for the provision of the Services which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
“Service Provider”	means Us or Our employee who will be responsible for providing the Services;
“Services”	means the services We will provide as specified in the Agreement;
“Start Date”	means the date You and We agree on for Us to start providing the Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Service Provider visits the Property to provide the Services;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader; and
“You/Your”	means a Consumer who is a customer of the Trader.

- 4.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 4.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 4.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 4.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 4.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 4.7 Words signifying the singular number will include the plural and vice versa.
- 4.8 References to any gender will include any other gender.
- 4.9 References to persons, unless the context otherwise requires, include corporations.

5. We agree to perform the work specified in the "Quotation, Treatment Program, and recommendations" in a workmanlike manner using reasonable care to attain satisfactory results. However, all liability shall be excluded in respect of loss or damage arising from:
- Faulty manufacture or inherent defect in any product which is used for the purposes of this contract.
 - Misuse, damage, or treatment of any product by the Customer prior to work being undertaken.
 - Previous treatments, applications, or products used by the Customer or any third party prior to these treatments commencing.
 - Any damage or contamination to any adjacent or associated area or surface other than damage or contamination caused by the Supplier's negligence.
 - The Supplier accepts no liability for damage to utilities / hidden structures unless the position of said utilities / hidden structures are clearly identified by the customer on a site plan prior to commencement of works.
- 6. Orders**
- 6.1 We accept orders for Services via telephone, email, internet and in person.
- 6.2 When placing an Order, You should set out, in detail, the Services required. Details required include Name, Address, Service required, frequency and lawn dimensions. We will provide You with an order form containing prompts for all required information. All such details will be set out in the Agreement.
- 6.3 Once the Order is complete and submitted, We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 10 and 11)
- 6.4 If We cannot accept your Order, We will inform you of this in writing.
- 6.5 You may make changes to the Order and Quotation before accepting it.
- 6.6 You may accept a Quotation by signing and dating a copy of it and returning it to Us within 21 calendar days after the date We issue the Quotation.
- 6.7 When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Services and for You to pay for them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the Quotation.
- 6.8 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 14 and/or 15.
- 7. Providing the service**
- 7.1 We will notify you of our intended date to visit to carry out your treatments by either email telephone or text prior to our intended visit.
- 7.2 We will endeavour to provide the services on the date agreed, however, we cannot be held responsible for delays out of our control, such as adverse weather conditions.
- 7.3 If your service will be affected by an event beyond our control, we will be in touch with you as soon as possible to let you know and will take steps to minimise the effects of the delay.
- 7.4 We will use reasonable endeavours to ensure that the products We use (if any) suit the purposes and aims stated by You and, where applicable, are consistent but we reserve the right to use our specialist knowledge to obtain and use the most appropriate products to achieve the desired outcome. There may be slight variations to the products used and supplied as a result of differences between photographs, catalogues and other materials, and the products themselves, or as a result of minor technical changes which will not impact the use of the product(s) in question. Product packaging may also vary. If different products are required due to non-availability, We will utilise our specialist knowledge to ensure that replacement products also meet with our exacting standards. In relation to supply only, if You do not wish to accept the alternative Products recommended, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.5 The responsibility (sometimes referred to as the "risk") for the Products remains with Us until they have been delivered to You at which point it will pass to you. You will own the Products once We have received payment in full for them.
- 7.6 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

7.7 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.

7.6 The Customer acknowledges that following some treatments and applications they may have a less attractive appearance following the services being carried out. We offer care advice to aid recovery and/or improve the lawn and surfaces following treatments.

7.7 Lawn Renovation work requires a strict after care schedule to be met by the Customer. If the Customer cannot, or is unable to carry out the necessary aftercare, the renovation may not be carried out. It is acknowledged by the customer that their lawn may not fully recover without the aftercare, which the Supplier will not take responsibility for.

8. Waste Removal

8.1 If lawn renovations including aeration, scarification, over seeding or top-dressing are being carried out the "Customer" needs to make necessary arrangements for disposal of waste and the debris generated. This can be a garden bin, compost heap, or skip.

8.2 If you require the Supplier to remove the waste, there is an additional fee for this service which will need to be pre-arranged prior to the service being carried out.

9 Quotations

Quotations for supply of goods and/or services provided by the Supplier will be open for acceptance for a period of thirty days from the date of the quotation, unless otherwise stated by the Supplier in writing. Quoted prices may be subject to change and we will provide thirty days' notice of the same.

10 Deposit

10.1 At the time of accepting the Quotation or not more than 7 days thereafter, depending upon the nature of the work and any Products required in advance, You may be required to pay Us a Deposit. The Deposit will be 50% of the Quoted Fee. We will not confirm an Order until the Deposit is paid in full.

10.2 If you cancel the Services, We may retain some or all of the Deposit as set out in Clauses 16, 17, and 18.

11. Payment

11.1 The Quoted Fee will include the price payable for the Services and for the estimated Products required.

11.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You fully informed at all times, and will not proceed without Your agreement.

11.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.

11.4 The Quoted Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.

11.5 We will invoice You when the Job has been completed.

11.6 You must pay any invoice within 14 calendar days of receiving it.

11.7 We accept the following methods of payment:

- credit/debit card;
- Bank Transfer (Bank details will be made available upon request);
- recurring card payment;
- Direct Debit where agreed in advance

11.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 2% above the base rate of National Westminster Bank Plc from time to time until payment is made in full.

11.9 Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

11.10 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

11.11 If any invoice submitted by the Supplier to the Customer remains unpaid after 14 days, the Supplier reserves the right to charge interest at the rates set out below until payment in full is received. In addition, a £25 late payment charge will apply.

11.12 The rate of interest for late payment shall be the higher of 2% over the base rate of National Westminster Bank as varied from time to time and the rate for the time being payable on judgment debts.

12. Problem with Services or Products

12.1 If there is a problem with the result of the Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.

12.2 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services, We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

12.3 Any claim in respect of any goods or services provided by the Supplier under the terms of this contract must be notified to the Supplier within forty-eight hours from the time of the provision of the goods or services by the Supplier and the Customer agrees to allow the Supplier every opportunity to rectify or make good the matters giving rise to such complaint.

12.4 Subject to clause 5 of these terms and conditions the Supplier's liability for any claims made in accordance with this clause 12 shall not exceed £200 (two hundred pounds).

12.5 We will not charge You for remedying problems under this Clause 12 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.

12.6 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

12.7 If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.

12.8 If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price.

12.9 If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

12.10 Any dispute arising between the Customer and the Supplier will be referred to arbitration by an independent arbitrator to be agreed between the parties, the cost of arbitration to be borne, in the absence of any agreement between the Customer and the Supplier, by the party against whom the arbitrator's decision is made.

13. Your Obligations

13.1 If any consents, licences, or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the Services.

13.2 You will ensure that the Service Provider can access the Property at the Agreed Times to provide the Services.

13.3 If You do not provide the required access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Clause 13, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result. In the event of the Supplier being prevented by act or default of the Customer from carrying out the work at the agreed time and place or in

the event of less than twenty-four hours notice being given by the Customer, then a late cancellation fee will apply not exceeding £150.

- 13.4 The Customer must provide reasonable access to the lawns, clearing any pots or ornaments that may restrict access to all areas, If there is no direct access to the lawns or hard surfaces and we need to access through the house we suggest protecting your floor and internal areas as our technicians will not remove their PPE, including footwear, when transporting equipment to any lawn(s) or surfaces.
- 13.5 The Customer is responsible for ensuring that all potential hazards are removed from the area to be accessed by the Service Provider and its employees including loose dogs/animals/pets, garden furniture, garden equipment and any machinery or other item that could be deemed to potentially cause an obstruction and prevent the Supplier and its employees from carrying out the Service in a safe manner.

14. Image Data Capture

- 14.1 As part of our ongoing customer service, training and performance monitoring all lawns that are surveyed and treated will be photographed/or filmed for reference and by confirming your agreement to these terms and conditions and by placing an order with us you are acknowledging and accepting that such images will be retained and used by Us. Retention of those images is subject to our Privacy Notice which is available upon request.
- 14.2 We are proud of our work and we may use lawn images in printed and digital marketing material. We aim to seek verbal or written consent if we deem the property identifiable. We will endeavour wherever possible and reasonable to do so obscure and remove any identifying features that may lead to the identification of the property and/or occupiers of the property. Any queries or complaints about the use of images need to be raised with the Marketing Manager as soon as possible.
- 14.3 If you require an image to be removed from our marketing material that you believe is inappropriate or easily identifies your property against your wishes then please contact our Data Protection Officer on the Tel: 03300 432343 to request its removal or email marketing@joeslawncare.co.uk.

15 Changing the Start Date

- 15.1 If You ask Us to change the Start Date:
- 15.1.1 We will where reasonably possible, agree a revised Start Date with You;
 - 15.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 18).
- 15.2 If We ask You to change the Start Date, You may either:
- 15.2.1 agree a revised Start Date with Us; or
 - 15.2.2 terminate the Agreement (see Clause 18).

16 Cancellation of Contract During the Cooling Off Period

- 16.1 Where the Agreement is not made "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between the You and Us is formed and ends in relation to the Services, at the end of 14 calendar days after the date on which the contract is formed.
- 16.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post, or email to the postal address, or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 16.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 16.4 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 16.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 16.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 16.7 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;
- 16.8 Please also note that Products that become inseparably mixed with others cannot be returned.

- 16.9 If the Start Date falls within the cooling off period, You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:
- 16.9.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
- 16.9.2 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
- 16.10 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis;
- 16.11 We will process any refund within 7 working days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 16.12 Clause 17 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.
- 17. Cancellation Outside of the Cooling Off Period**
- 17.1 In addition to Your rights in Clause 16 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date (if relevant):
- 17.2 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation
- 17.3 In calculating the amount to be refunded we will take into account any work that has been undertaken which has not yet been taken by direct debit and we will deduct an administration fee of £25.00. Any discounts applied to the Pre-Pay Contract or Direct Debit Contract will no longer retrospectively apply.
- 17.3 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 11.
- 17.4 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.
- 18. Termination**
- 18.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 18.2 We have breached the Agreement in any material way and have failed to remedy that breach within 28 days of You asking Us in writing to do so;
- 18.3 We enter into liquidation or have an administrator or receiver appointed over Our assets;
- 18.4 You and We have been unable to agree a revised Start Date under Clause 15;
- 18.5 We are unable to provide the Services due to an event outside of Our control (see Clause 19).
- 18.6 We may terminate the Agreement with immediate effect by giving You written notice if:
- You fail to make a payment on time as required under Clause 11 (this does not affect Our right to charge interest on overdue sums under sub-Clause 11.8);
 - You have breached the Agreement in any material way and have failed to remedy that breach within 28 days of Us asking You in writing to do so;
 - You and We have been unable to agree a revised Start Date under Clause 15;

- You do not provide the Service Provider with access to the Property or otherwise make it impossible for the Service Provider to provide the Services, and We have been unable to contact You to re-arrange the Services under sub-Clause 13.3; or
- We have been unable to provide the Services for more than 12 weeks due to an event outside of Our control (see Clause 19).

18.7 For the purposes of this Clause 18 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

18.8 If at the termination date:

- You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clause 18.6
- We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 11.

19. **Effects of Termination**

19.1 If the Agreement is terminated for any reason:

- Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.
- Events Outside of Our Control (Force Majeure)
- We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

19.2 If any event described under this Clause 19 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- We will inform You as soon as is reasonably possible;
- Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- You or We may terminate the Agreement (see Clause 18).

20. **Liability**

20.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

20.2 We will maintain suitable and valid insurance including public liability insurance.

20.3 We provide Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- 20.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Services.
- 20.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Service Provider.
- 20.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 20.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

21. **How We Use Your Personal Data (Data Protection)**

We will only use Your personal data as set out in Our Privacy Notice available from <https://www.joeslawncare.co.uk/privacy-policy/>

22. **Other Important Terms**

- 22.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 22.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 22.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 22.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 22.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 22.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

23. **Regulations and Information**

- 23.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 23.2 As required by the Regulations all of the information described in sub-Clause 22.1; and any other information which We give to You about the Services, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Services, will be a part of the terms of Our contract with You as a Consumer.

24. **Law and Jurisdiction**

- 24.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 24.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 24.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

PRIVACY NOTICE

BACKGROUND:

Joe's Lawn Care understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all of our customers and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

1. Information About Us

Joe's Lawn Care
Friars Well Estate
North Drive
Wartnaby
Leicestershire
LE14 3HQ.

Joe's Lawn Care Ltd is a Limited Company registered in England under company number 09412604.

Registered address and Main trading address: Friars Well Estate North Drive, Wartnaby, Melton Mowbray, Leicestershire LE14 3HQ

VAT number: 204 524 838

Data Protection Officer: Georgina Burns

Email address: Marketing@joeslawncare.co.uk

Telephone number: 0330 043 2343.

Postal address: Friars Well Estate North Drive, Wartnaby, Melton Mowbray, Leicestershire LE14 3HQ

2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

3. What Is Personal Data?

Personal data is defined by the UK GDPR and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

4. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 11 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 11.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 11.

5. What Personal Data Do You Collect and How?

We may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. We do not collect any 'special category' or 'sensitive' personal data.

Data Collected	How We Collect the Data
Identity Information including name and title	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry
Contact information including address, email address, telephone numbers.	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry
Business information (if we are contracting with your business) including business name, contact information.	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry
Payment information including card details, bank account details.	Email communication, telephone communication. Direct interaction
Profile information including communication preferences, interests, service history, lawn/site specific details, site images	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry
Marketing Data including preferences	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry
Technical Data including internet IP address, browser type and version, time zone, operating system and platform	Enquiry Form, email communication, telephone communication, satisfaction survey. Direct interaction or automated enquiry and via cookies on our website (see Website Privacy Notice)

6. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful bases for doing so:

What We Do	What Data We Use	Our Lawful Basis
Administering our business.	Identity Information, Contact Information, Business Information, Payment Information.	Consent or Legitimate Interest.
Supplying our products and services to you.	Identity Information, Contact Information, Business Information, Payment Information..	Consent or Legitimate Interest.
Managing payments for our	Identity Information,	Consent or Legitimate

products and services.	Contact Information, Business Information, Payment Information..	Interest.
Personalising and tailoring our products and services for you.	Identity Information, Contact Information, Business Information, Payment Information.	Consent or Legitimate Interest.
Communicating with you.	Identity Information, Contact Information, Business Information, Payment Information..	Consent or Legitimate Interest.
Supplying you with information by email and post that you have opted-in-to (you may opt-out at any time by contact us.	Identity Information, Contact Information, Business Information, Payment Information..	Consent or Legitimate Interest.

With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone text message and post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 11.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

7. How Long Will You Keep My Personal Data?

We keep your personal information only for as long as required to operate our services in accordance with legal requirements, tax and accounting rules and funding partner requirements. Where your information is no longer required, we will ensure it is disposed of in a secure manner. If you would like to know how long we will hold any specific information, then please contact us and we can provide further details.

8. How and Where Do You Store or Transfer My Personal Data?

We will only store your personal data in the UK. This means that it will be fully protected under the Data Protection Legislation.

If it is necessary to transfer data outside of the UK then we will use specific approved

contracts which ensure the same levels of personal data protection that apply under the Data Protection Legislation. For further information, please refer to the Information Commissioner's Office.

Please contact us using the details below in Part 11 for further information about the particular data protection safeguards used by us when transferring your personal data to a third country.

The security of your personal data is essential to us, and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner's Office where we are legally required to do so.

9. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 8.

If any personal data is transferred outside of the UK, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 8.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee

may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 28 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

11. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details (for the attention of Georgina:

Email address: Marketing@joeslawncare.co.uk

Telephone number: 03300 432343

Postal Address: Joe's Lawn Care Ltd

Friars Well Estate

North Drive

Wartnaby

LE14 3HQ

12. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available upon request from our Head Office or from our website www.joeslawncare.co.uk. This Privacy Notice was last updated in February 2024.