



TERMS OF ENGAGEMENT – GARDENING & LANDSCAPING

1. Definitions In these terms and conditions, the following words shall have the following meanings: “AHL” means Angel Horticulture Ltd; “Customer” means the person, organisation or other legal entity for whom AHL agrees to carry out Services; “Job” means an engagement of AHL by the Customer to provide Services in accordance with a Specification; “Materials” means any and all goods, products or other materials required to perform a Job (e.g. fertiliser, pesticides, rock salt (commonly known as “grit”), seeds and garden plants); “Price Quotation” means the charges quoted to the Customer by AHL for performance of a Job; “Services” means garden maintenance and/or other services, including the supply of Materials, as necessary; “Specification” means the specification for a Job agreed by AHL and the Customer, including a description of the work to be undertaken and its likely duration; “Terms” means these terms and conditions. These terms and conditions shall take precedence over any others that the Customer may seek to introduce.

2. Engagement 2.1 Subject to these Terms, AHL undertakes to provide the Services to the Customer in accordance with the Specification. 2.2 The Customer is entitled to make changes to the Specification at any time, subject to agreement in writing from AHL, and the Customer paying any and all additional associated charges and/or costs. 2.3 The Customer understands that AHL may occasionally have to make minor changes to the Specification in order to carry out the Services effectively. AHL will notify the Customer of such changes in advance wherever possible. 2.4 AHL will endeavour to comply with all times, dates, durations and other timings for a Job notified to the Customer but makes no guarantees to that effect. 2.5 Jobs will be undertaken by suitable AHL operatives or sub-contractors selected at the absolute discretion of AHL. 2.6 By engaging the services of AHL, the Customer accepts sole responsibility for monies owing to AHL, and no liability can be transferred to any other party, including those that the Customer may be acting for. 2.7 AHL reserves the right to terminate services at any time, including within a contract period; in this instance monies owing by the Customer to AHL will be limited to all works carried out by AHL up until the termination date.

3. Price Quotations 3.1 A Price Quotation given by AHL shall only be legally binding on AHL (and then only for the time period stated on the Price Quotation) if it is made in writing and signed by an authorised representative of AHL. 3.2 A Price Quotation may be revised by AHL at any point following submission if: (i) the Customer requests (whether orally or in writing) AHL to carry out additional works not referred to in the Specification; or (ii) there is an increase in the price of Materials to be provided by AHL; or (iii) it is discovered that further works need to be carried out which were not anticipated when the Specification was agreed; or (iv) it is found to contain a manifest error or errors.

4. Charges 4.1 Jobs are undertaken by AHL on a fixed price or hourly/daily basis and will be charged in accordance with the applicable Price Quotation. 4.2 Unless otherwise expressly stated by AHL, all charges will exclude the cost of Materials to be provided by AHL, the collection of any non-stock items and any applicable VAT, which will be additionally payable by the Customer. 4.3 All charges and other sums payable will be paid by the Customer by cash, cheque or BACS/bank transfer within 7 days of the date of invoice in accordance with the instructions given on the invoice. AHL reserves the right to charge interest on all unpaid invoices at a rate of 8% above the



Bank of England Base Rate in force from time to time, calculated from the due date until the date of actual and full payment.

5. Warranties 5.1 AHL warrants that it will perform the Services with reasonable skill and care in a competent and professional manner and that all Materials provided by it will be industry recognised. 5.2 Save for those specifically stated in Clause 5.1, AHL hereby excludes all warranties, representations and other terms, express or implied, statutory or otherwise, relating to the provision of Services. For the avoidance of doubt, no warranties or representations are given as to the quality, quantities used, brand, effectiveness, duration of effectiveness or any other aspect of the Materials.

6. Liability 6.1 In the event that AHL fails to perform the Services (or any of them) in accordance with these Terms (subject to Clause 6.2 and other than in one of the cases set out in 6.4 below), AHL's liability shall be limited to the performance or re-performance of the Services in question and only if AHL fails within a reasonable time to perform or re-perform such Services or such Services are incapable of being performed or re-performed shall AHL refund any charges and/or other sums paid to AHL by the Customer in respect of such Services. 6.2 Unless the Customer notifies AHL of its dissatisfaction with any of the Services within 3 (three) months of completion of the Services, the Job will be deemed to have been completed successfully to the entire satisfaction of the Customer. 6.3 Subject to Clauses 6.4, 6.5 and 6.6, AHL's maximum aggregate liability under or in connection with any Services will not exceed the aggregate total charges applicable to the Job in question. 6.4 AHL shall not be liable for any failure to perform or delay in the performance of its Services or any damage, injury or loss suffered by a Customer and/or a third party arising from: (i) any act or omission of the Customer, its agents, employees or contractors; or (ii) use of Materials provided by AHL and used by AHL in accordance with the suppliers' instructions and Customer's directions; or (iii) use of Materials provided by the Customer; or (iv) adherence to the directions of the Customer. 6.5 AHL will not be liable under these Terms for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known. 6.6 Nothing in these Terms will exclude or in any way limit AHL's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that the same may not be excluded or limited as a matter of law. 6.7 The Customer shall indemnify and hold harmless AHL from any and all loss, injury or damage suffered by AHL and caused by the actions or omissions (negligent or otherwise) of the Customer.

7. Cancellation 7.1 If the Client cancels a Job following acceptance of a Price Quotation, then AHL shall be entitled at its discretion to charge, and the Customer shall be liable to pay, the full charges for the cancelled Job (as set out in the Price Quotation) together with any related costs (e.g. the cost of Materials). 7.2 AHL may cancel a Job in writing with immediate effect: (i) if the Customer commits a breach of these Terms which is irremediable, or which is not remedied within 5 (five) days of notice by AHL of such breach; or (ii) if the Customer is unable to pay the Customer's debts when they fall due, or the Customer is otherwise deemed to be bankrupt or insolvent. 7.3 Upon cancellation of a Job, AHL shall have the authority to enter the premises of the Customer to take possession of any Materials and equipment owned by AHL.

8. Ownership of Materials 8.1 Title to any Materials provided by AHL shall not pass to the Customer until payment in full has been made by Customer in respect of the same. Until such



time, AHL reserves the right to repossess, sell or otherwise deal with or dispose of any or all those Materials and is authorised to enter the premises of the Customer in order to do the same. 8.2 Risk in any Materials provided by AHL passes to the Customer on delivery.

9. Force Majeure AHL shall not be held liable for breach if it is unable to perform any of its obligations hereunder as a result of any event(s) outside its reasonable control, including without limitation difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure; machinery breakdown; adverse weather conditions; and Acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority.

10. Miscellaneous 10.1 The Customer consents to the collection, storage and use by AHL of its personal data for administrative, data analysis and marketing purposes. 10.2 With the exception of any fraudulent misrepresentations made by either party to the other, these Terms are the complete agreement between AHL and the Customer with respect to the Services and supersede all previous agreements and understandings whether oral or in writing in relation to its subject matter. 10.3 If any provision of these Terms is held by a court to be invalid, such provision will be omitted, but the remainder of these Terms will continue to be binding upon the parties. 10.4 Except as set out in this Clause, these Terms do not create or infer any rights enforceable by any person who is not a party to these Terms. 10.5 Nothing contained within these Terms shall be deemed to constitute or create a partnership or joint venture between the parties. 10.6 These Terms shall be governed by and construed in accordance with the laws of Scotland and each party submits to the exclusive jurisdiction of the courts of Scotland.