



## General Terms and Conditions

### 1 General Obligations

1.1 GARDENBUSTERS Ltd shall carry out the Services or Works as specified in the signed agreements.

1.2 All products and materials sold will remain property of GARDENBUSTERS Ltd until payment is received.

1.3 The Client shall:

- (a) provide access for GARDENBUSTERS Ltd.'s representatives to carry out its Services at any reasonable time or as specified.
- (b) provide all facilities at the premises that GARDENBUSTERS may reasonably require to carry out the Services.
- (c) permit GARDENBUSTERS Ltd to make a charge at the normal hourly rate for any wasted journeys due to failure to observe an appointment, delays in carrying out the work or cancellations as a result of the Client's failure to allow access or provide proper instruction.

### 2 Termination

2.1 GARDENBUSTERS Ltd shall have the right, without prejudice to any other right or action, to terminate this Agreement forthwith;

- (a) if the Client fails to observe and perform any of the terms of this Agreement; or
- (b) if the Client is adjudged bankrupt or if the Client shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Client shall be unable to pay its debts within the meaning Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the Client or if a petition is presented for a bankruptcy order, or a meeting is convened for the purpose of considering a resolution, or other steps are taken for the winding up of the Client, or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- (c) in the circumstances set out in Clause 4; or
- (d) if credit references relating to the Client are obtained which are unsatisfactory to GARDENBUSTERS Ltd.

2.2 If the Client purports to terminate this Agreement before expiry of the minimum term or other than by giving the required period of notice as shown as overleaf or if GARDENBUSTERS Ltd terminates this Agreement in the circumstances set out in Clause 4, then the Client shall pay to GARDENBUSTERS Ltd upon receipt of invoice by way of liquidated and agreed damages, a sum equal to the fees due at the applicable price per quarter for either;

- (a) the balance of the minimum term; or if this is less than the required period of notice
- (b) the period from the date of the said notice of termination until expiry of the required period of notice;

### 3 Liability

Nothing in this Agreement affects the statutory rights of a consumer. Subject thereto all guarantees and conditions express or implied, statutory or otherwise are expressly excluded and GARDENBUSTERS Ltd does not accept liability for loss, damage, or injury howsoever arising, save as specified in the following clauses:

- (a) Personal injury or death which is a direct result of GARDENBUSTERS Ltd.'s negligence in the course of carrying out the Services; and
- (b) Physical damage to property which is the direct result of GARDENBUSTERS Ltd.'s negligence in carrying out the Services, up to a limit of £25,000 for any one occurrence or series of occurrences arising out of one event; and
- (c) The Client shall not be entitled to make any claim against GARDENBUSTERS Ltd or its employees, unless it gives GARDENBUSTERS Ltd written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by GARDENBUSTERS Ltd within 28 days of the date on which the Client becomes or ought reasonably to have become aware of the occurrence of such event.

GARDENBUSTERS Ltd shall in no circumstances have any liability for any loss of profit, use or business interruption or other in direct, economic or consequential loss or damage.

### 4 Payments

If any payment to be paid by the GARDENBUSTERS Ltd under this Agreement is unpaid for a period of 30 days after it has become due, GARDENBUSTERS Ltd may at any time thereafter give to the Client 7 days written notice to terminate this Agreement and unless such overdue sum has been paid before the expiration of such notice, GARDENBUSTERS Ltd shall, without need for the giving of any further notice, have the absolute right at any time thereafter to cease to provide Services whereupon this Agreement shall then terminate absolutely and GARDENBUSTERS Ltd.'s obligations hereunder shall cease but without prejudice to the liabilities of Client to GARDENBUSTERS Ltd.

### 5 Health and Safety

The Client will take all reasonable steps to ensure that advice and instructions given by GARDENBUSTERS Ltd to protect the health and safety of persons using the premises during and after the provision of the Services are followed.

### 6 Notices

6.1 Any notice to be given to the Client under this Agreement shall be sent by hand or first class mail to the address appearing at the head of this Agreement (or such other address as shall be notified in writing for the purpose of this Clause).

6.2 Any notice to be given to GARDENBUSTERS Ltd under this Agreement shall be in writing and shall be sent by hand or first class mail to the address appearing at the head of this Agreement (or such other address as shall be notified in writing for the purpose of this Clause).

### 7 Entire Agreement

7.1 This Agreement constitutes the entire agreement between the client and GARDENBUSTERS Ltd.

7.2 These Terms and Conditions (and such other terms and conditions as GARDENBUSTERS Ltd may stipulate, or agree in writing) shall prevail over any inconsistent terms which may appear on the Client's enquiry. All Orders are accepted and executed on the understanding that the Client is bound by these Conditions.

To view Buster Group Terms and Conditions in other formats please contact the office at [admin@thebustersgroup.co.uk](mailto:admin@thebustersgroup.co.uk) or visit [www.thebustersgroup.co.uk](http://www.thebustersgroup.co.uk)



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