



BUSTERS GROUP
Gardenbusters Limited
General Terms and Conditions

1. General Definitions

“Access” the requirement to give Us full and unrestricted access to the property where the work is to be carried out in order for Us to carry out the Services;

Busters group the Trading name for a company registered at Companies House under Company number 04877378 which provides a variety of services including Pest and Bird control Garden clearance, Property maintenance and graffiti removal and Washroom and toilet maintenance services and any other services provided from time to time;

“Client” You being an individual contracting to have work carried out at their home or other site and not when they are contracting for Us to provide services to a Business partnership or Limited Liability Company;

“Contract Price” the sum due from You to Us for carrying out the works. Failure to pay will mean that we are entitled to suspend services until any shortfall is made up and we will be entitled to charge interest pursuant to clause 3.2 herein;

“Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) Government legislation including Health and Safety matters

“Material” comprises every physical item supplied by Us for Your direct or indirect use during the work whether attracting a specific charge or not;

“Order Form” the document annexed hereto;



“Payment” all sums due from you to us in respect of Work whether or not carried out if the reason for the same not being undertaken is the failure of you to allow access or for some other reason beyond our control (including illness);

“Services” the works provided by Us at Your request detailed on the Job Description set out on the Agreement;

“Service Visits” each and every visit to the site where work is to be carried out and it is agreed that We shall be entitled to charge for Service Visits where work cannot be carried out or completed because of the failure by You to provide Access;

“Site” the Premises or location where the work is to be carried out;

Trade Customer A contract between Us and a business being an incorporated or unincorporated entity including a sole trader or partnership;

“We (Us) (Our)” Busters Group, our representatives, associates and employees including Group companies;

“Work” the activity that You have contracted Us to carry out;

“You” The person, persons or company (being included within the definition of Client or Trade Customer) who has contracted to utilise Our services and associated equipment;

“Your Representative” any person, representative, associate or employee who You have nominated to provide instructions to Us relating to the contract or who have the authority to represent You in relation to any aspect of the contract;

2. Our Responsibilities

- 2.1. We undertake to unless prevented by Force Majeure to use all reasonable care and skill in carrying out the Works and providing the Services;
- 2.2. We will undertake such Works where appropriate using authorised safety equipment as specified by Us from time to time. This may mean that We may have to vary or alter Our Quotation. If this is the case such variation or alteration will be accepted by You.

3. Your Responsibilities

- 3.1. You undertake to pay the monies due and all balances in the amounts and at the times set out in the contract and in these terms and conditions;



- 3.2. If payment is overdue, You undertake to pay interest on all monies outstanding 14 days after the due date for payment, both before and after judgment, at the rate of 8 per cent per annum above the base rate from time to time of Lloyds Bank plc;
- 3.3 You undertake to co-operate with Us to ensure that access is given to the Site to enable the Work to be carried out and that You follow the lawful instructions of Our representatives;
- 3.4 You inform Us of all health and safety and security requirements that apply at the site.

4. Termination

- 4.1. If You are a Client you may cancel the contract within 14 days of the date hereof without penalty subject to written confirmation being sent to Us within that time. If that happens, we will return to You promptly any deposits or fees already paid by You.
- 4.2. If You are a Trade Customer, then if You cancel the contract a cancellation fee is payable as follows:
- 4.3 If You are a Client and have not complied with Clause 4.1 hereof and You subsequently terminate this Agreement before expiry of the minimum term or otherwise than by giving the required period of notice as shown as overleaf or if GARDENBUSTERS LTD this Agreement in the circumstances set out in Clause 4.4, then the Client shall pay to Busters Group 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 the balance of the minimum term; or if this is less than the required period of notice the period from the date of the said notice of termination until expiry of the required period of notice.
- 4.4 Cancellation shall be effective immediately if You are adjudged bankrupt or shall convene a meeting of Your creditors or a proposal should be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement (or assignment for the benefit of Your creditors or if You shall be unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or if a Trustee Receiver, Administrator, Receiver, or similar officer is appointed in respect of all or any part of Your business or assets or if a Petition is presented for a Bankruptcy Order or a meeting convened for the purpose of considering a Resolution or other steps are taken for the winding up Your business or for the making of an Administrative Order cancellation shall be immediate.
- 4.5 Cancellation shall occur with no liability to Us if credit references relating to You are obtained which are unsatisfactory to Us.



5. Liability

- 5.1 Nothing in this agreement affects the statutory rights of a Client but subject thereto all guarantees and conditions expressed or implied statutory or otherwise are expressly excluded and We do not accept liability for loss damage or injury howsoever arising save as specified hereinafter:
- 5.1.1 Personal Injury or death which is as a direct result of our negligence in the course of carrying out the Services; and
- 5.1.2 Physical damage to property which is the direct result of Our 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;
- 5.2 You shall not be entitled to make against Us unless written notice of the event giving rise to such claim contains sufficient information for it to be identified and investigated by Us is received within 21 days of the date on which You became aware or reasonably to have become aware of the occurrence of such event;
- 5.3 We shall not be liable in any circumstances whatsoever for any loss of profit consequential loss business interruption claim or other direct economical consequential loss or damage nor for any indirect economic or consequential damage;
- 5.4 If Our performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, We shall be allowed an extension of time to perform its obligations equal to the delay caused by You.

6. Payments

- 6.1 If any payment due to be paid by You to Us under this agreement is unpaid for a period of 14 days after it has become due We may at any time thereafter give 7 days' notice in writing to terminate the contract and unless the before mentioned sum has been paid before the expiration of such notice We shall without the need for the giving of any further notice have the absolute right at any time thereafter to cease to provide services hereunder;
- 6.2 We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.



7. Title to Goods and Services

Any product or services supplied to You shall remain the property of Us until full payment is received at which point legal and beneficial title to such goods or services will pass to You. You agree to store such goods so as to identify them in a separate way.

8. Health and Safety

- 8.1 It is a requirement of the COSHH Regulations that You notify Us and Our employees of any hazards We may encounter whilst working at Your premises;
- 8.2 All pesticides used by Us are approved under the Control of Pesticides Regulations 1986 and have been assessed for any hazard under the Control of Substances Hazardous to Health Regulations (COSHH) information on pesticides used at Your premises is available on request;
- 8.3 You will take Your best steps to ensure that all advice and instructions given by Us and our employees and agents to protect the health and safety of persons using the premises during and after the provision of any services are followed.

9. Set-off

There will be no set off in respect of money owed and payment of Our account shall be made in full.

10. Entire Agreement

This agreement constitutes the entire agreement between Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11. Notices

Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (f) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (g) sent by fax to its main fax number,



(h) sent by email to the email address shown on the details overleaf

and in the case of (a) above shall be deemed to be received on the 2nd working day following posting and the case of (b) if sent before midday by close of business on the day of transmission or if sent later by 10.00 a.m. the next working day. In the case of (c) if sent by email at the time on a working day when a delivery receipt is received .

12. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.