

APEIRON LAWN CARE LTD SERVICES TERMS & CONDITIONS

- **LAWN TREATMENTS (INCLUDING AERATION, SCARIFICATION, OVERSEEDING AND TOP DRESSING)**
- **SINGLE WORKS (TO INCLUDE LAWN RENOVATION, WILDFLOWER MEADOWS, TURFING AND ROBOT MOWER INSTALLATION)**
- **LAWN CUTTING**

LAWN TREATMENTS (INCLUDING AERATION, SCARIFICATION, OVERSEEDING AND TOP DRESSING)

1. Definitions

In these terms and conditions 'the Supplier' means Apeiron Lawn Care Ltd, Lynton, Common Road, Aldeby, Beccles, Suffolk, NR34 0BL. Further contact details maybe found at www.apeironlawncare.co.uk

'You' means you, the customer.

'The Treatments' means the supply of lawn care services and application of products agreed between the Supplier and You.

'Quotation' means a written description of treatments and prices to be performed by the Supplier. Quotations remain valid for 30 days from the date of issue.

'Contract' means the contract for supply of the Treatments between You and the Supplier.

2. Contract

A Quotation will be provided by the Supplier to You and upon confirming in writing (including email) that You accept the Quotation, the Contract will be deemed to be formed. In doing so, you agree to accept our service terms and conditions.

The Contract has a minimum term of 12 months. Details of your right to cancel during this period can be found at section 6 below.

At the end of the minimum term, The Treatments will continue to be provided by the Supplier until terminated by You. Details of your right to cancel after the 12-month period has expired can be found at section 6 below.

3. Supply of Treatments

The Supplier will, where possible, keep scheduled appointments notified to You. Any times scheduled for provision of the Treatments are only approximate and time of performance shall not be of the essence unless specifically agreed by the Supplier.

The Supplier reserves the right to reschedule treatment times and dates due to unforeseen operational issues or weather conditions that prevent treatments taking place.

The Supplier may need to purchase goods or stock to complete the agreed service or treatment including when delivered to You at the agreed property. Such goods or stock will remain the property of the Supplier until paid for in full by You. The Supplier will always retain title to excess delivered stock and will remove it from site.

Unless otherwise agreed with the Supplier, if You decide to cancel any individual treatment or service subject to the Contract less than 72 hrs in advance of a notified treatment date, You will still be required to pay for that treatment or service.

You will be notified of treatment dates in advance and the Supplier reserves the right to charge You a fee of £40 inclusive of VAT for denied access, including but not limited to locked gates, blocked access to treatment areas or items on the lawn such as leaves and pet excrement. This will cover additional operational and administrative costs incurred by having to reschedule the call. Where possible the appointment will be rescheduled within the same treatment period.

4. Performance of Treatments

If the Treatments or other services have not been performed with reasonable care and skill or have failed due to the Supplier's fault, then the Supplier shall either perform remedial action at no cost to You or refund the price paid for the Treatment or other service in question. Your statutory rights are unaffected.

Where the Supplier conducts scarification, aeration, over seeding and top dressing, either individually or in combination, there are factors after practical completion that are beyond the supplier's control, and you accept that The Supplier cannot be held responsible for:

1. Failed germination due to: damage by the elements, including wind, rain, frost and drought; animal damage; unforeseen sub surface materials such as, but not limited to general rubble, hard core, old pathways and shallow pipe work; the absence of, or incorrect application of supplementary irrigation; areas of sub surface thatch or shallow root systems not identified on the lawn survey that do not provide a suitable environment for seed establishment; seed that is found to be non-viable; damage caused by pedestrian traffic.
2. Sward and surface disruption including the creation of bare areas due to the removal of weak grass, weeds, moss, or thatch; reasonable settlement and heave.
3. Damage to the lawn by pests, whether they have been previously identified or not.
4. Weed ingress due to the presence of dormant seed in the soil that subsequently germinates.

In these circumstances, any remedial work that the Supplier agrees to conduct will be subject of further survey and quotation. If the quotation is accepted by You then the Supplier may schedule the completion of such works at their discretion.

Unless otherwise agreed with You, the Supplier will clear up waste and remove from site.

The Supplier may not be held responsible for any accidental damage to property in the performance of treatments. This includes but is not limited to underground services not previously identified by You to the Supplier. Therefore, You must have the property fully insured to cover any claim or damage caused by the Supplier whilst in the process of carrying out the Contract.

5. Price and Payment

The price for the Treatments is that shown within the quotation, notified by the Supplier to You. Quoted prices may be increased from time to time on 30 days written notice from the Supplier to You.

For illustrative purposes only, there is a minimum charge of £46 inclusive of VAT per **seasonal treatment** for lawn areas up to 100m². Other treatment services may attract a higher charge.

Annual pricing for all services will be adjusted on the 1st of January each year.

Monthly Direct Debit payments will be taken on the 1st of each month.

Unless otherwise agreed by the Supplier, further treatments will not take place until cleared funds are received from You which bring the account up to date.

6. Right to Cancel

You have the right to cancel a new contract (in writing or by email) that has a value of over £50 within 14 days of the date that the contract was made only if that contract is classed by Government Regulations as being an "off premises sale". **This right can be exercised by delivering or sending (including by electronic mail) a notice of cancellation in writing to Apeiron Lawn Care Ltd, Lynton, Common Road, Aldeby, Beccles, Suffolk, NR34 0BL.**

After this period, to cancel the contract during the 12-month period, 1 months' notice must be given in writing or by email to the Supplier.

Penalties that apply for cancelling the Contract before the first 12-month period has expired are:

- If You cancel between the 1st month and 3rd month, then 50% of the full quotation amount must be paid in full and final settlement of the Contract.
- If you cancel between the 3rd and 6th month, then 30% of the full quotation amount must be paid in full and final settlement of the Contract.
- If You cancel on the 1st day of the 6th month or after, the remaining quotation amount must be paid in full and final settlement of the Contract.

After the minimum 12-month period has expired, You may terminate the supply of Treatments by giving one month notice in writing to the Supplier. No penalties apply.

Any payment arrangement that You have in place with the Supplier will be cancelled on receipt of the notice to cancel the contract. However, if you are paying by monthly Direct Debit, any money owed for treatments will be collected by the issuing of an invoice by the Supplier to You. Conversely, if You are paying by Direct Debit and are owed money by the Supplier, a refund will be processed at that time. If You have paid in advance for the 12 month period and are owed money by the Supplier, a refund will be processed at that time.

The Supplier may terminate the Contract at any time during the 12-month period but must give one months' notice to do so. Any refund payable will be processed at that time.

7. Data protection and privacy policy

Please see our privacy policy for full details, which can be located at www.apeironlawncare.co.uk

SINGLE WORKS (TO INCLUDE LAWN RENOVATION, WILDFLOWER MEADOWS, TURFING AND ROBOT MOWER INSTALLATION)

Please read these terms and conditions carefully, as they set out the legal rights and obligations in relation to the services provided by 'Apeiron Lawn Care Ltd', Lynton, Common Rd, Aldeby, Beccles, Suffolk, NR34 0BL. By accepting the quotation, paying the appropriate deposits, and signing this Contract, you will have deemed acceptance of all the terms and conditions listed below.

- 1. Definitions:** The following definitions shall apply for the purposes of these standard terms and conditions for the supply of goods and services:
 - a. 'The Supplier' means Apeiron Lawn Care Ltd.
 - b. 'The Customer' is the consumer, either person, firm or company deemed to have accepted the Terms and Conditions and to be supplied with the Services and or Goods by The Supplier.
 - c. 'The Contract' is made between The Supplier and The Customer on acceptance of the quotation for agreed works to be completed and carried out by The Supplier.
 - d. 'Quotation' means a written document drafted by The Supplier containing the works to be carried out.
 - e. 'The Goods' means the goods, materials, and or other items to be supplied pursuant to the Contract.
 - f. 'The Services' means the Services to be delivered by The Supplier as outlined in the written quotation.
 - g. 'The Area of Work' means the agreed premises for the Services to be carried out for the Customer.
 - h. 'By Written Agreement' means by letter, either handwritten or typed and/or email.

- 2. Contract:** These conditions form part of the contract for services and shall apply to each agreement for the supply of Services between The Supplier and The Customer. These Terms and Conditions shall prevail over any other terms, with no variations to apply to these Terms of Conditions unless previously agreed in writing by The Supplier.
 - a. A written Quotation for the work required will be provided by The Supplier, and on returning a signed copy of the Terms and Conditions, the Contract will be formed. The work is also then deemed accepted by The Supplier.
 - b. The Customer shall not cancel the Contract without prior written consent from The Supplier.
 - c. Notice to cancel the Contract must be given in writing by the Customer to The Supplier. Please see section 7 for further information.
 - d. If the Customer wishes to terminate the Contract, then penalties may apply. Please see section 7 for further information.
 - e. No oral promises or agreements are a part of this Contract or terms. All oral agreements will be put in writing.

- 3. Services:** The work and services as detailed below, will be carried out to the standard a reasonable person can expect.
 - a. The services provided by The Supplier are expressly written within the Quotation of works.
 - b. The Customer must indicate the line of the boundaries, underground cables and pipes before any work commences and The Supplier accepts no liability whatsoever for any losses or future disputes which the Customer may have with the owners of the neighbouring properties or other parties because of services which it carries out on or within the boundaries, cables or pipes that the Customer has indicated to The Supplier.
 - c. The Customer agrees to promptly provide The Supplier with all information which The Supplier may require in order for The Supplier to carry out its Services under the Contract, this includes details of obstacles that could be damaged or may cause damage to The Supplier's equipment, and the Customer must have the property fully insured to cover any claim or damage caused by The Supplier whilst in the process of carrying out the Contract.
 - d. The Supplier may not be held responsible for any accidental damage that is caused by The Supplier.

- e. The Supplier accepts no responsibility for loss or damage caused to the Customers property due to the Customer leaving the property unsecured to allow The Supplier to carry out the work in their absence.
- f. All watering of seed, plants, trees, shrubs, and turf becomes the responsibility of the Customer whilst the contract is in place. The Supplier accepts no responsibility for any horticultural defects for seed, plants, trees, shrubs and turf failing to break out into leaf or grow unless a formal maintenance contract is entered into on a daily basis to ensure the upkeep of the above mentioned.
- g. The Customer commits to granting sufficient and reasonable access to the area of work throughout the period of the Contract.
- h. Access to water and electricity services will be provided by the Customer at no additional cost to The Supplier.
- i. The Supplier undertakes to make all reasonable endeavours to complete the work within a reasonable timeframe or a specific date if so agreed in writing by the Customer and The Supplier, before the work commences.
- j. The Supplier always uses reputable high-quality suppliers for the supply of seed, turf, plants, trees and shrubs, however it is unable to guarantee their performance.
- k. Materials and goods delivered to the area of work, and tools left in the Area of Work become the responsibility of The Customer. If goods and materials such as plants are delivered and not planted immediately, then they will be stowed in an agreed location within The Customers premises. At this stage responsibility for the loss or theft of these goods and materials will rest with The Customer.
- l. In extreme changes in weather conditions, certain seed, plants, turf and materials can be affected, suffering damage if not protected. The Customer should take the necessary precautions to prevent damage as this is out of The Supplier's control.
- m. The Supplier cannot be held responsible for any damage by the elements following practical completion, including wind, rain, frost, drought, or animal damage.
- n. Any defects in works which result from The Supplier's faulty workmanship or materials must be put in writing to The Supplier within 2 months of completion of the works, for which AUK will remedy without charge.
- o. The above warranty shall not extend to, nor will The Supplier be liable for any defects arising from The Customers own actions or lack of care, including without limitation, inadequate or over watering, deliberate damage, removal or other abuse or damage caused by The Customer.

- 4. SCOPE OF WORKS:** this will be agreed between The Supplier and The Customer before the work commences.
- a. The Supplier will provide a written Quotation of the works that The Customers wants The Supplier to complete.
 - b. The Supplier will work towards what is written within the Quotation, and if The Supplier cannot complete the works, or the Customer wishes to include further work to be done, this will be agreed in writing with The Supplier and The Customer.
 - c. The Supplier will try to ensure an allocated slot during which the goods and services are provided to The Customer. The Supplier will try to ensure the work is carried out as agreed on a specific date and time, but when The Supplier cannot do the work as agreed then another date and time will be issued when practically reasonable to do so.
 - d. In some instances, (such as bad weather), The Supplier may not be able to work in untenable conditions and has the discretion as to whether to attend the Area of Work on the agreed day.
 - e. The Customer shall ensure that during the performance of the Contract that they allow The Supplier and any of his employees/contractors immediate access to

such part or parts of the Area of Work as are reasonably required by The Supplier for the performance of the Contract between 7am to 7pm. Monday to Saturday inclusive and if necessary with prior consent from The Customer on Sundays between 10am to 4pm.

5. Price: This will be agreed between The Supplier and The Customer before signing these Terms and Conditions.

- a. The prices payable for the Services and Goods shall be those set out in the Quotation.
- b. All Quotations are valid for 30 days only and may be subject to alteration after that date.
- c. The Quotation is a best estimate of price at the time of viewing what is needed for agreed works and considers existing area conditions and layout at the time of viewing.
- d. Acceptance of the Quotation signifies acceptance of these Terms and Conditions of the Contract and represents a legally binding contract between The Supplier and The Customer.
- e. If the Customer requires work outside of the written Quotation, then at The Supplier's discretion additional costs may be incurred and charged to the Customer.
- f. Any work requested by the Customer that is not set out in the Quotation will be charged at £75.00 per hour exclusive of VAT and added to the invoice as extra work.
- g. The Supplier reserves the right at any time, to revise the prices to take account of any factor beyond the control of The Supplier, quantities or specifications for the services and/or goods which is requested by The Customer, or any delay caused by any instructions of The Customer or failure of The Customer to give The Supplier adequate information or instructions or because of previously unknown obstacles causing extra work or damage to the machinery.

6. Payment: As agreed by The Supplier and The Customer on acceptance of the Quotation:

- a. The Customer shall pay The Supplier an initial payment of 50% of the Quotation.
- b. On completion of the agreed works, the Customer must pay The Supplier immediately on receipt of the final invoice.
- c. The Supplier will provide details of their bank for payment to be made, on receipt of the final invoice.
- d. The work is completed when all items described within the agreed written Quotation have been implemented and installed.
 - i. When deemed complete by The Supplier, if The Customer states that any adjustment, repair, replacement, or cleaning of the final works is outstanding, this shall not be cause for delay of final payment, but rather shall be considered warranty items and will be rectified by The Supplier as soon as reasonably practical to do so.
- e. If The Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to The Supplier, then The Supplier shall be entitled to:
 - i. cancel or suspend the contract.
 - ii. apply reasonable penalty fees.
- f. Failure to make payment immediately on receipt of the final invoice may cause penalty fees as mentioned in section 6.j.
- g. Failure to make payments as agreed on the determined dates, if staged payments are agreed, means that The Supplier will be entitled to stop the works being carried out due to a breach of this agreement. If this happens, then The Supplier will be entitled to payment for all the work carried out and for all the

- goods supplied to date of the termination or suspension of the contract and will retain any deposit or interim payment made towards this.
- h. Should the Customer cause the work to be suspended for any reason for a period or periods amounting to 30 days or more, then The Supplier will be entitled to immediate payment for the work already completed in whole or in part, along with payment for materials specifically ordered for the agreed works.
 - i. If the works are delayed or suspended as per sections 6.g or 6.h above, then The Supplier may be unable to re-commence work immediately upon payment being made and it is at the discretion of when The Supplier can continue the works as soon as practically reasonable to do so. The Supplier cannot be held liable for any expense or inconvenience caused by any reasonable or unavoidable delay.
 - j. Interest will be charged on unpaid invoices per month, after delivery at 4% above the base rate of Barclays Bank plc or at the rate payable on judgement debts, 8% whichever is the higher.
 - k. Payment for any goods purchased on behalf of The Customer will be due for payment immediately. An invoice will be provided for any goods purchased by The Supplier whilst carrying out the Services under the Contract, and that invoice is payable immediately.
 - l. The terms of payment of the price of the Services and all fees, expenses, and costs shall be of the essence of the Contract.
 - m. The Customer may be asked to make payment to The Supplier for any scheduled visit where work is not carried out or partly carried out due to the following conditions on site:
 - i. no reasonable access.
 - ii. for reasons of health and safety.

7. Cancellation of contract

- a. The Customer has the right to cancel a new contract (in writing or by email) that has a value of over £50 within 14 days of the date that the Contract was made only if that Contract is classed by Government Regulations as being an "off premises sale".
- b. If the Customer chooses to cancel the works carried out by The Supplier before a deposit has been paid, then no payment is due.
- c. If the Customer cancels the Contract after paying the deposit and 14 days have expired as per clause 7a, but before the works have begun, then this will be a non-refundable deposit.
- d. If the Customer chooses to cancel the Contract after paying the deposit, and after the works have commenced, then at The Supplier's discretion, the full estimation amount may be due.
 - i. This payment amount is at the discretion of The Supplier, depending on the time spent, works completed to date and the materials obtained.
- e. It may be necessary to instruct Solicitors and/or Legal Representatives to recover any outstanding sum from the Customer. If this becomes necessary, then the Customer will be liable to pay The Supplier's legal fees and disbursements in full.
- f. The Supplier may terminate the Contract at any time during the progress of the works, but this will be done in writing to the Customer with reasons as to why the works cannot be completed.

8. Complaints:

- a. If the Customer has a complaint, then they should put the complaint in writing to The Supplier who will try to resolve the matter amicably. The Supplier will take all endeavours to reach an agreement, fair to both parties.

9. Data protection and privacy policy:

Please see our privacy policy for full details, which can be located at www.apeironlawncare.co.uk

LAWN CUTTING

Please read these terms and conditions carefully, as they set out the legal rights and obligations in relation to the services provided by Apeiron Lawn Care Ltd, Lynton, Common Rd, Aldeby, Beccles, Suffolk, NR34 0BL. By accepting the quotation, paying the appropriate deposits, and signing this contract, you will have deemed acceptance of all the terms and conditions listed below.

- 1. Definitions:** The following definitions shall apply for the purposes of these standard terms and conditions for the supply of goods and services:
 - a. 'The Supplier' means Apeiron Lawn Care Ltd.
 - b. 'The Customer' is the consumer, either person, firm or company deemed to have accepted the Terms and Conditions and to be supplied with the Services and or Goods by The Supplier.
 - c. 'The Contract' is for a minimum of one year and means the contract of goods and services made between The Supplier and The Customer to which these conditions apply for Lawn Cutting.
 - d. 'The Goods' means the goods, materials, and or other items to be supplied pursuant to the Contract.
 - e. 'The Services' means the Services to be supplied by The Supplier for Lawn Cutting.
 - f. 'The Area of Work' means the agreed premises for the Services to be carried out for the Customer.
 - g. 'By Written Agreement' means by letter, either handwritten or typed and/or email.

- 2. Contract:** These conditions form part of the contract for services and shall apply to each agreement for the supply of Services between The Supplier and The Customer. These Terms and Conditions shall prevail over any other terms, with no variations to apply to these Terms of Conditions unless previously agreed in writing by The Supplier.
 - a. A quotation for the work will be provided by The Supplier, and upon acceptance, the contract will be formed. The work is also then deemed accepted by The Supplier.
 - b. This contract is for a minimum of one season running from March until December, or as previously agreed with The Supplier.
 - c. The Customer shall not cancel the Contract without prior written consent from The Supplier.
 - d. Notice to cancel the agreement must be given in writing by the Customer to The Supplier. Further information on the cancellation notice period can be found at section 7 of these Terms and Conditions.
 - e. If the Customer wishes to terminate the contract, then penalties may apply. Please see section 7 of these Terms and Conditions.

- 3. Scope of work and services:** The work and services as detailed below, will be carried out to the standard a reasonable person can expect.
 - a. The services provided by The Supplier are for lawn cutting including strimming and debris/leaf clearance to ensure the upkeep of the Area of Work.
 - b. The Customer must indicate the line of the boundaries, underground cables and pipes before any work commences and The Supplier accepts no liability

whatsoever for any losses or future disputes which The Customer may have with the owners of the neighbouring properties or other parties because of services which it carries out on or within the boundaries, cables or pipes that The Customer has indicated to The Supplier.

- c. The customer agrees to promptly provide The Supplier with all information which The Supplier may require in order for The Supplier to carry out its Services under the Contract, this includes details of obstacles that could be damaged or may cause damage to The Supplier's equipment, and The Customer must have the property fully insured to cover any claim or damage caused by The Supplier whilst in the process of carrying out the Contract.
- d. The Supplier accepts no responsibility for loss or damage caused to the Customers property due to the Customer leaving the property unsecured to allow The Supplier to carry out the work in their absence.
- e. Lawn cutting runs from 1st March to 1st December, albeit at the discretion of The Supplier, if lawn cutting is required outside of these months as requested by The Customer, then The Supplier will provide written agreement to The Customer of this term.
- f. The Customer commits to granting sufficient and reasonable access to the area of work throughout the period of the contract.
- g. Access to water and electricity services will be provided by The Customer at no additional cost to The Supplier.
- h. The Supplier undertakes to make all reasonable endeavours to complete the work within a reasonable timeframe or a specific date if so agreed in writing by The Customer and The Supplier, before the maintenance commences.
- i. Materials and goods delivered to the area of work, and tools left in the area of work become the responsibility of The Customer.

4. Maintenance: this will be agreed between The Supplier and The Customer before the work commences.

- a. The Supplier will maintain the Area of work as agreed on a weekly or fortnightly basis.
- b. The Supplier will try to ensure an allocated slot during which the goods and services are provided to the Customer on a regular consistent basis. The Supplier cannot guarantee the same slot but will attend the area of work when its next reasonably practical to do so.
- c. In some instances, (such as bad weather), The Supplier may not be able to work in untenable conditions and has the discretion as to whether to attend the Area of Work on the usual agreed day.
- d. The Customer shall ensure that during the performance of the contract that they allow The Supplier and any of his employees/contractors immediate access to such part or parts of the area of work as are reasonably required by The Supplier for the performance of the contract between 7am to 7pm, Monday to Saturday inclusive and if necessary with prior consent from The Customer on Sundays between 10am to 4pm.
- e. During a fortnightly basis, The Supplier will attend the property a minimum of 15 times over the year between the months of 1st March through to 1st December.

5. Price: This will be agreed between The Supplier and The Customer before signing these Terms and Conditions.

- a. The prices payable for the Services and maintenance shall be those set out in the quotation.

- b. All quotations are valid for 30 days only and may be subject to alteration after that date.
- c. The quotation is a best estimate of price at the time of viewing what is needed for general maintenance of the area of work and takes into account existing area conditions and layout at the time of viewing.
- d. Acceptance of the quotation signifies acceptance of these terms and conditions of the contract and represents a legally binding contract between The Supplier and The Customer.
- e. Any work requested by the customer that is not set out in the quotation will be charged at £35.00 per hour and added to the invoice as extra work.
- f. The Supplier reserves the right at any time to revise the prices to take account of any factor beyond the control of The Supplier, quantities or specifications for the services and/or goods which is requested by The Customer, or any delay caused by any instructions of The Customer or failure of The Customer to give The Supplier adequate information or instructions or because of previously unknown obstacles causing extra work or damage to the machinery.

6. Payment: As agreed by The Supplier and The Customer on acceptance of the quotation.

- a. The customer shall pay The Supplier each month for 12 consecutive months during the contract, which means payment of the contract is spread over the 12 months of the contract.
- b. The monthly payments are due on the first day of each month.
- c. The Supplier shall provide details of their bank for direct debits to be set up to ensure payment is made on the first day of each month.
- d. If the customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to The Supplier, the company shall be entitled to:
 - i. *cancel or suspend the contract.*
 - ii. *apply reasonable penalty fees.*
- e. Failure to make payment on the first day of each month over the 12 payment dates may cause penalty fees. There will be a £1 penalty fee per day for late payment.
- f. Payment for any goods purchased on behalf of The Customer will be due for payment immediately. An invoice will be provided for any goods purchased by The Supplier while carrying out the services under the contract, and that invoice is payable immediately.
- g. The terms of payment of the price of the Services and all fees, expenses, and costs shall be of the essence of the contract.
- h. The Customer may be asked to make payment to The Supplier for any scheduled visit where work is not carried out or partly carried out due to the following conditions on site:
 - i. no reasonable access.
 - ii. for reasons of health and safety.

7. Cancellation of contract

- a. The customer has the right to cancel a new contract (in writing or by email) that has a value of over £50 within 14 days of the date that the contract was made only if that contract is classed by Government Regulations as being an "off premises sale".
- b. To cancel the contract during the 12-month period, then 1 months' notice must be given in writing or by email to The Supplier.

- c. Cancellation by The Customer within the 12-month period of contract will mean The Customer is liable to a cancellation fee as well as any loss or expenses incurred because of the cancellation, at the discretion of The Supplier.
- d. Penalties that apply for cancelling the contract before the 12-month period has expired are:
 - i. For Customers that cancel on the 1st day of the 6th month or after, the full quotation amount must be paid in full and final settlement of the Contract.
 - ii. For Customers that cancel between the 1st month and 3rd month, then 50% of the full quotation amount must be paid in full and final settlement of the Contract.
 - iii. For Customers that cancel between the 3rd and 6th month, then 30% of the full quotation amount must be paid in full and final settlement of the Contract.
- e. It may be necessary to instruct Solicitors and/or Legal Representatives to recover any outstanding sum from the Customer. If this becomes necessary, then the customer will be liable to pay The Supplier's legal fees in full.
- f. The Supplier may terminate the Contract at any time during the 12-month period but must give one months' notice to do so.

8. Complaints:

- a. If the Customer has a complaint, then they should put the complaint in writing to The Supplier who will try to resolve the matter amicably. The Supplier will take all endeavours to reach an agreement fair to both parties.

9. Data protection and privacy policy

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