# **JDS Gardening**

Unit One Peffer Business Centre North Peffer Place Edinburgh, Lothian EH16 4UZ 0131 664 2143 enquiries@jdsgardening.co.uk | www.jdsgardening.co.uk



RECIPIENT:

### **Mark Provan**

Elbe Street Leith

Edinburgh, EH6

Quote #1376	
Sent on	May 11, 2020
Access	Through stair
Total	£ <b>847.00</b>

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Gardening	Gardening activities: Clearing all wees and moss of hard surfcaes Trimming of any shrubs Removal of all green waste	1	£795.00	£795.00
Regular garden upkeep - DD	Maintenace of the area: 4 Visits per year Spraying the site with an 8-month residual herbicide to prevent weeds growing on hard surfaces Spraying the hard surfaces twice a year with a biocide Trimming shrubs twice per year Disposal of all green waste Price shown is the price per month Paid over 12 months by direct debit	1	£52.00	£52.00

**Total** 

£847.00

### TERMS AND CONDITIONS OF JDS GARDENING SERVICES

1. Basis of contract

a. The buyer agrees to the below terms and conditions by accepting and signing the quotation.

a. The quotes prices are deemed to be in all cases, current at the time of quoting and include VAT. VAT will

be chargeable to any good or service sold.

b. AT will be charged at the prevailing rate on the date of you invoice.

c. Quotations are valid for 28 days, from the date on the quotation.

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#### **Notes Continued...**

- 3. Service
- a. The seller shall not be held liable for any losses incurred by the buyer or any other person as a result of any delay in delivering the service.
- b. The seller may not be able to work on site due to weather conditions.
- c. Although all costs have been stated in the quotation, unforeseen circumstances may arise during works.

Skips and waste removal is only ever an estimate. Any additional costs will be discussed with the client beforehand or as they arise, and an agreement will be reached.

- 4. Deposits & Payments
- a. The seller takes a 50% deposit (bank transfers only), if the total cost of work is £750 or higher, to secure a start date in the diary.
- b. The seller takes a £100 deposit if total cost of work is between £200 and £749.99, to secure a start date in the diary (bank transfers only).
- c. If the buyer decides to cancel after a date has been secured, a 10% admin fee is taken.
- d. Deposits must be received between 7 and 14 days before scheduled start date of work.
- e. If client is present, we take payment on the day by cash or chip & pin. If client is not present our office will call you within one working day to take payment over the phone. We do not accept bank transfers for final payments for non-account holding clients. Account clients must set up a direct debit agreement with us. Direct debits will be collected on the 23rd of each month.
- f. If snagging works remain after installation, we require a minimum of 80% of the total cost to have been received. We will agree a date to return before we take any further payments.
- 5. Terms of payment and title to the goods
- a. Interest will be charged on a daily basis at the rate of 2% above the bank of England's base rate. This may be applied on any balance outstanding from the due date until payment is received.
- b. Title of the goods remain with the seller until full payment has been received by the seller.
- c. A cheque given by the buyer in payment shall not be treated as a discharge until the same shall be cleared.
- 6. Liability
- a. The seller does not hold any liability for theft of materials on a site when the materials have been stored securely.

Complaints: If you have any complaints about our service, please contact us at the address below:

JDS Gardening, unit one peffer business centre, info@jdsgardening.co.uk

We will respond to you within 3 working days, enclosing a copy of our full complaint's procedure, including how you can access our independent Alternative Dispute Resolution service; should the matter not be resolved in-house.

Where you cannot cancel the contract

You cannot cancel this contract where the value of the contract is not more than £42.

You do not have the right to cancel this contract if we are carrying out emergency works that you have explicitly asked us to carry out. In relation to any additional work that we carry out, that is not classed as emergency work, you will still have the right to cancel those elements of the work; in accordance with your cancellation rights set out below.

Right to cancel

You have the right to cancel this contract within 14 days, without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (E.g. A letter sent by post fax or email, details below). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your wish to cancel the contract before the end of the cancellation period.

Contact details: JDS Gardening Unit one peffer business centre, EH16 4UZ 0131 664 2143

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### **Notes Continued...**

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Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (Where applicable). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you wish to cancel this contract you may use the Cancellation Form provided below. If you requested to begin the performance of services during the cancellation period, you shall pay to us an amount which is in proportion to any work that has been performed up until the point you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

#### Cancellation Form

To JDS Gardening, Unit one Peffer business centre, 0131 664 2143, info@jdsgardening.co.uk

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (Only if this form is notified on paper):

Date: