

RSL's Maintenance Terms & Conditions (March 2021)

1.0 INTERPRETATION AND DEFINITIONS

1.1 Unless otherwise stated in these terms & conditions, these words shall carry the following meanings:

Agreement means the Quotation and these terms & conditions.
Client means the person(s) listed as such in the Quotation
GDPR means the General Data Protection Regulation (EU) 2016/679 & such other domestic legislation that supplements &/or implements &/or replaces the GDPR.
Quotation means the Quotation submitted by RSL and any written amendments to it.
RSL means Randle Siddeley Limited (company no. 1886586), and its successors in title and assignees.
Services means the garden maintenance services as set out and included in the Quotation and any additional services requested by the Client.

1.2 Headings do not form part of the Agreement and are for reference only.
1.3 A reference to any statute, SI or other legislation is to such legislation as amended in force from time to time.

2.0 RSL'S OBLIGATIONS AND STANDARD OF CARE

2.1 RSL shall perform the Services in accordance with the Agreement.
2.2 In performing the Services, RSL shall use all the skill and care reasonably to be expected of a maintenance operative undertaking similar duties.
2.3 Subject to matters beyond RSL's reasonable control, performance by the Client of its obligations and the standard of care at clause 2.2, RSL shall perform the Services in a timely fashion and, where appropriate, in accordance with any timetable set out in the Quotation and any changes (including changes to the time slot requested by RSL e.g. at bank holidays) agreed with RSL from time to time in writing.

3.0 CLIENT OBLIGATIONS

3.1 The Client shall pay RSL for the performance of the Services the fees, costs and reimbursable expenses.

3.2 The Client shall pay RSL a) for ongoing maintenance services as detailed in the Quotation, quarterly in advance on receipt of each invoice, together with any other amounts due and/or b) for one off additional services, 50% of the fees, costs and reimbursable expenses as detailed in the Quotation in advance, following acceptance of the Quotation, with the balance due on provision of the Services. RSL shall be entitled to waive the requirements in 3.2 by giving written notice to the Client.

3.3. Payment to RSL shall become due for payment 7 days after submission of an invoice by RSL ('due date') and the final date for payment shall be 21 days after the due date ('final date for payment'). Invoices shall be submitted quarterly or as agreed in writing by the parties. Interest shall be added to any amounts remaining unpaid that were due under the Agreement as at the final date for payment and shall be calculated at the rate of 8% above the base rate set by the Bank of England from time to time. The parties agree that the foregoing does constitute a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

3.3 All sums due to RSL are exclusive of VAT the amount of which (if any) shall be paid by the Client to RSL at the rate and in the manner prescribed by law. All sums due to RSL are also exclusive of any withholding tax or any other applicable taxes that may apply in the country where the Client is based and the Client shall indemnify RSL in respect of any liability for such taxes.

3.6 The Client shall as the Quotation requires (i) provide RSL with all information; documents and data relevant to the Services and (ii) ensure RSL has access to provide the Services and anything else listed in the Quotation, including, but not limited to (and at the Client's cost), water, power and (iii) ensure that any others engaged by the Client liaise and co-operate with RSL and co-ordinate their work and services as necessary with RSL's Services. RSL shall not be liable for the consequences of any delays to the Services arising from any failure by the Client to comply with this obligation, in particular, where access is not provided (or only partial access provided).

3.7 RSL shall not be liable for any losses incurred or suffered by the Client as a result of the Services being delayed as a result of the Client failing to comply with the requirements under clause 3.2 and 3.6.

3.8 Subject to clause 7.4 and, where, subject to matters beyond RSL's reasonable control, RSL is unable to perform the Services and the Client has made a payment in advance, a credit will be made on the next invoice(s) for a period equal to the time when RSL was unable to perform the Services.

3.9 The Client shall give RSL no less than 48 hours' notice in writing should it wish to cancel a visit. If less than 48 hours' notice is given, the full charge will remain payable for the visit. Where possible (and at RSL's sole discretion), RSL will rearrange the visit.

3.10 The Client shall notify RSL in writing of any concern regarding the performance of the Services, as soon as possible following the circumstances giving rise to the concern and, in any event, no later than 1 month following such circumstances. If notice is not given in accordance with this clause 3.10, the Client shall be deemed to have accepted the performance of the Services.

4.0 ADDITIONAL SERVICES & VISITS

4.1 If RSL is of the opinion that it is required or instructed to carry out services additional to the Services and/or that the number of visits provided in the Quotation is insufficient, RSL shall notify the Client in writing identifying such services and/or such visits and a fee in respect thereof, setting out the likely consequences of not proceeding with such additional services and/or visits, including, but not limited to plants dying. The Client shall respond with instructions promptly confirming whether it wishes to proceed with such services and/or such visits, agreeing the fee and RSL shall proceed accordingly.

4.2 Once instructed any additional services and/or visits become part of the Services and additional payment shall be made by the Client in accordance with the Agreement.

4.3 Where the Client does not instruct RSL to proceed with the additional services and/or the visits in accordance with the procedure in 4.1, RSL shall have no liability for any of the consequences, as notified to the Client under 4.1, should they occur.

5.0 PUBLICITY & DATA PROTECTION

5.1 RSL may take photographic records of the Services and shall, with the Client's prior written consent (not to be unreasonably withheld) be entitled to publish such photographs for use in RSL's marketing, publications and social media feeds.

5.2 Both parties shall comply with their respective obligations under the GDPR and RSL's customer privacy notice which shall be made available for the Client's review on request.

6.0 LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE

6.1 No action or proceedings under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against RSL after the expiry of 6 months from the date of completion of the Services which form the basis for such action or proceedings.

6.2 Save as otherwise provided in these terms and conditions, RSL's liability under or in connection with the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be limited to £50,000 in the aggregate in respect of the Services.

6.3 RSL shall effect and maintain professional indemnity insurance for the duration of the Agreement with a limit of not less than £1,000,000 for each claim provided that such insurance is available in the market at reasonable commercial rates.

7.0 TERMINATION AND SUSPENSION

7.1 The Client may terminate performance of the Agreement:
7.1.1 at any time, on written notice to RSL which shall take effect on expiry of 90 days from receipt by RSL [(or 30 days following the receipt of a notification under clause 10.9)] or;
7.1.2 in the event of a material breach of the Agreement by RSL with effect from the date of receipt by RSL of the final notice where and provided that a written notice specifying a

material breach has been given and it has not been substantially cured within 14 days of receipt of that notice by RSL and a final written notice has been given on expiry of that period.

RSL may terminate performance of the Agreement:
7.2 in the event of a material breach of the Agreement by the Client (which shall include but not be limited to failure by the Client to pay the deposit due or to pay by the final date for payment any amount due to RSL in accordance with clause 3.2) with effect from the date of receipt by the Client of the final notice where and provided that a written notice specifying a material breach has been given and it has not been substantially cured within 14 days of receipt of that notice by the Client and a final written notice has been given on expiry of that period (and in the event of suspension RSL shall resume its services immediately on cure of the breach);
7.2.1 on the bankruptcy/insolvency of the Client, immediately on written notice;

7.2.3 at any time, on written notice to the Client which shall take effect on expiry of 90 days from receipt by the Client.
7.2.4

7.3 RSL may suspend performance of the Services a) in the event of a breach of the Agreement by the Client with effect from the expiry of 7 days from receipt by the Client of a written notice from RSL provided that the breach has not been cured within that notice period. Notwithstanding the suspension, the Client shall continue to pay RSL for the performance of the Services, the fees, costs and reimbursable expenses as if the suspension had not occurred and as if RSL had been able to provide the Services. RSL shall resume performance of the Services as soon as reasonably practicable after cure of the notified breach and direct costs resulting from the suspension and/or resumption of the Services shall be valued and paid as additional services and b) on the happening of an event beyond RSL's reasonable control (including, but not limited to any acts of God (flood, earthquake, fire, other natural disaster), any pandemic or epidemic, any terrorist attack, civil war or riots, any nuclear, biological or chemical contamination, any action taken by Government or public authority, any trade strike, any collapse of building or interruption or failure of utility service) with immediate effect on receipt by the Client of a written notice from RSL. Subject to 3.8, the Client may suspend payment for the period of suspension.

7.4 In the event of any termination the Client shall pay RSL a fair and reasonable amount on account of the fees due under the Agreement commensurate with the Services performed to the date of such termination and any outstanding costs and reimbursable expenses. In addition, where the termination is for the Client's convenience and not under clause 7.1.2 the Client shall pay to RSL all fees for work completed to the date of suspension plus a fee equal to one (1) month's projected income from the Services and shall not be due repayment of any monies paid in advance.

7.5 Termination of the Agreement shall not prejudice or affect the accrued rights or claims of either party.

8.0 DISPUTES

8.1 The Client and RSL shall use reasonable endeavours to settle any disputes under or in connection with the Agreement by negotiation.

8.2 The English courts shall have exclusive jurisdiction over any dispute or difference between the parties which arises out of or in connection with the Agreement.

9.0 NOTICES

9.1 Any communication and/or notice shall be in writing and may be given by hand delivery, first class post, or subject to clause 9.2 by email, to the Client or RSL at the respective addresses stated in the Quotation (as amended by written notice to the other)

9.2 Communications and/or notices may be made by email if the Client and RSL:

- agree in writing that this is an accepted form of communication;
- notify each other in writing of their respective designated representatives' email addresses; and
- notify each other immediately of any change to their respective email addresses.

9.3 Any communication and/or notice delivered by hand shall take effect on delivery; any communication and/or notice sent by email shall take effect only when actually received in readable form by the Client or RSL as the case may be; any communication and/or notice sent by first class post shall be deemed to have been received 2 days after posting if within UK or 5 days after posting by airmail if out of the UK (in all cases, if delivered, received, or deemed received on a Saturday, Sunday or public holiday, the relevant notice shall take effect on the next working day).

10.0 GENERAL

10.1 RSL shall be entitled to assign the benefit of the Agreement without the prior written consent of the Client.

10.2 Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

10.3 In the event of any conflict between the Quotation and these terms & conditions, the Quotation shall prevail.

10.4 If any provision of the Agreement is held by a court or other relevant tribunal to be invalid or unenforceable it shall be severable and shall be omitted from the Agreement to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect.

10.5 The Agreement constitutes the entire agreement between the Client and RSL. Any amendments to the Agreement shall be made in writing and signed by the Client and RSL. The Agreement and any amendments to it may be executed in two or more counterparts which together shall constitute one agreement.

10.7 The Agreement shall take effect on the date it is executed by both parties.

10.8 Where the Client requires RSL to enter into a bespoke form of maintenance agreement, these terms and conditions shall apply until such bespoke form of maintenance agreement has been formally agreed and executed and the Client shall be responsible for RSL's costs incurred in negotiating and finalising the form of bespoke appointment.

10.9 RSL will review a) its costs for the Services annually (no earlier than the first anniversary of the Agreement date) and will notify the Client of any increase, effective on 1 January the following year, no less than 30 days before any such increase. The increases will be no more than [5%] annually b) these terms and conditions from time to time and notify the Client of any amendments.

11.0 GOVERNING LAW

11.1 The Agreement is governed by English law. Each party submits to the exclusive jurisdiction of the Courts of England and Wales.

1 March 2021