# mc



# TERMS AND CONDITIONS : CARE ADVICE : PRIVACY POLICY

Moorlands Lawn Care (MLC)

Providing Lawn Care Services in Staffordshire, Staffordshire Moorlands, Stoke-on-Trent, Newcastle-under-Lyme, and surrounding areas.

Our products are safe for children and animals.

Once you have instructed us to start treating your lawn, we will email, call or text when we will be applying the relevant treatment.

All our treatments are created for the individual needs of the lawn(s) and priced accordingly.

# 1) Our treatments are flexible

1.1 We adjust the contents to match the requirements of your lawn and weather. Our treatment programs include eight treatments that are spread out over five visits. Additional bigger jobs are arranged and scheduled to the correct time of year.

#### 2) Our treatment cycle has changed.

- 2.1 The new treatment cycle brought in for 2024 will include 8 individual treatments over 5 visits and will look like this:
- 2.2 Spring treatment Spring fertiliser and moss check. \*Hydo-Active Treatment
- 2.3 Early Summer treatment Summer controlled release fertiliser, blanket weed control, and Humic Acid \*Hydo-Active Treatment
- 2.4 Late Summer treatment Summer fertiliser (drought tolerant), spot weed control, and Humic Acid \*Hydo-Active Treatment

- 2.5 Autumn treatment Root development fertiliser, spot weed control and moss control with Humic Acid and Seaweed Extract.
- 2.6 Winter treatment Moss control with Humic Acid and Seaweed Extract

#### 3) You do not have to be in as long as we have access to the gardens and lawns.

- 3.1 We will treat the lawns and text/email an invoice to you. Please pay the invoice using your name as reference by bank transfer or set up a direct debit for payment.
- 3.2 We usually contact you the day before via our Service M8 app as a text message to let you know we will be attending your property.
- 3.3 We will not do any additional work unless you contact us to obtain a price for the additional work and give us your permission to proceed or book the work in for a later date.
- 3.4 If for some reason we cannot get access to treat all your lawns, we may treat the front and contact you to let you know please call to make a new appointment so that we can return to treat the rear lawn. We cannot be too specific with the time of our appointments as each client's requirements can take longer than anticipated if the customer requires more of our time than we originally planned. Although, our new scheduling software might send you a notification to tell you we are on our way, with an approximate time to expect us.
- 3.5 Continuous visits without the ability to gain access may incur additional charges to the customer and/or the cancellation of the contract by us. We do not need to give notice of cancelled services due to ongoing no-access issues. Please see details of cancellations and customer liabilities under "Direct Debit Contract Agreement and Cancellations".

# 4) Cutting lawns

4.1 Do not cut your lawn for at least 2 days after we have applied our treatments. Do not cut your grass too short – the drier the weather the longer you should keep your grass. Never cut it less than 1 inch high and never cut off more than 1/3 of the grass length at any one time. Find out more by visiting our website www.moorlandslawncare.co.uk/Lawn Maintenance Schedule in Staffordshire Moorlands (moorlandslawncare.co.uk)

#### 5) Prices

5.1 We base our prices on the products used and the area to be covered. Each application contains more than one product treatment - herbicide and fertiliser in the spring and summer – moss control and fertiliser in the autumn and winter treatments. Additional services such as our Hydo-Active Treatment will be quoted for separately as an additional service. We arrange for monthly Direct Debit to be set up, via GoCardless, so payments are made monthly subject to contract terms and conditions. There is a total of 8 treatments made over 5 visits.

- 5.2 Some services that require bulk products to be purchased before the service is carried out will require a 50% deposit at least 30 days before the service is scheduled to be carried out. These services include, but are not limited to: Turfing; Lawn Renovations; Lawn Revivals; Overseeding; Top dressing. Deposits are non-refundable.
- 5.3 Price increases are unavoidable and will occur at the start of the new year, unless there is a substantial increase in costs from our suppliers, and then a price increase notification will be sent to the customer. The customer will be notified of an increase in their price and changes will have an immediate effect.

#### 6) How long before I see an improvement?

6.1 Weeds are 70 % water & can take up to 1 month to die - larger weeds may leave a dead carcass – most small weeds just dry out and decompose after treating. The fertiliser will improve the colour of grass after 4-5 days. Fertilisers and herbicides work quicker in wet warm weather.

6.2 If weeds do not show signs of dying after more than 14 days call us and we will return to retreat.

- 6.3 If conditions are cold and/or dry, the weeds will take longer to die.
- 6.4 We can use herbicides in damp conditions by using a latex sticker to make the herbicide rain fast.
- 6.5 Weeds will start to decompose after 4/5 days so do not let rabbits and tortoises eat the decaying weeds.
- 6.6 There is no such thing as a weed free lawn. 2 applications of herbicide in the spring and the summer should give you a 90 % weed free lawn. When we apply herbicide, it will only control those weeds & clover present at the time of the application. Weed seeds buried in the ground or airborne seeds will start to germinate after the application of herbicide. If you still have healthy weeds after 14 days, please call us and we will re-treat them if we are contacted within 21 days of the original treatment.
- 6.7 Moss treatments/control will turn the moss brown/black as it dies. Dead moss or thatch will not decompose but prevents new grass and encourages moss to return. Dead moss must be raked out or scarified and the bare areas sown with grass seed. Scarification removes dead moss and thatch but makes your lawn very bare. We would recommend that you plan to have it scarified when there is plenty of wet warm weather forecast.

### 7) Differences in scarification

- 7.1 *Light scarification* The machine would go over your lawn in one direction and the moss and thatch removed and bagged for the customer to dispose of.
- 7.2 Full Scarification & Aeration The machine would go up and across your lawn to remove more moss and thatch and we also aerate/spike your lawn. Customers should cut their grass before we scarify short grass means we can remove more moss. We can arrange to come and cut the grass for you, before the scarification, as an additional charge.

7.3 If you let your lawn develop lots of moss, it may take longer to recover. Moorlands Lawn Care cannot be responsible if your lawn has lots of moss and requires heavy scarification, and consequently will look bare for several weeks/months. We can sow seed but cannot be responsible for it to germinate. Any scarified lawn will require a minimum 8 weeks of wet warm weather to recover. Heavy clay soils become compacted and will require aeration from time to time.

### 8) Timing of scarification

8.1 Scarification is best at the **end of the summer** for the wet warm autumn and **end of winter** for the wet warm spring. We will scarify whenever requested to by the customer unless it is already within your direct debit agreement, which we will then carry these services out when scheduled. All waste will be put into bags and left on the customer's property. We can arrange to remove the waste, but we are charged if we take the waste to a landfill site and must pass on those charges to the customer if they want the waste taken away. These charges can be found on your local council recycling and waste management centre website.

### 9) Sowing seed

- 9.1 Grass seed can be sown and providing we have **wet warm weather** it will slowly germinate. Covering the seed with top dressing or soil will protect it from birds and drying out.
- 9.2 Seed requires 3 things, good soil contact, warmth, and constant moisture. Seed needs to be kept moist for at least 24 days for it to have chance of germinating.
- 9.3 The customer must check the seed is kept moist. Moorlands Lawn Care cannot control the weather and consequently the customer must bear the risk that the weather will not co-operate, and seed may not germinate. It is up to the customer to make sure the seed is kept moist (not drenched) for 24 days by watering it during dry weather. If the seed dries out or the ground temperature drops then seed will not germinate. We cannot guarantee warm wet weather or return every day to water the seed.

# 10) Watering lawns

- 10.1 If we have dry weather or cold windy weather for more than 14 days, then you should consider watering the lawn. Do not water every day as this will keep the surface moist, which can cause fungus and moss issues.
- 10.2 **Top Tip**: It is better to heavily water once a week. Use a jam jar with a line marked 2 inches from the bottom and place it under the sprinkler until it is full. Then move the jar and repeat the process.

# 11) Wetting agents

11.1 These help the lawn make the best use of all available moisture in the ground during dry weather. They do not stop lawns going brown in droughts but help grass become more drought tolerant.

11.2 Our new **Hydo-Active Treatment** uses wetting agents to reduce the surface tension, and allows the water to penetrate the soil, getting it to the roots of the grass where it is needed most.

### 12) Leather Jacket (crane fly larvae) Chaffer Grubs, Worms and Ants.

12.1 We use the relevant pesticide to control these insect nuisances. All new lawns may be susceptible to damage from (leather jackets). We will assess your lawn before advising on the treatment needed. These treatments are priced on the basis of lawn size and amounts required.

### 13) Diseases and fungus.

13.1 Brown patches can be caused by animal urine; your grass developing a turf disease or fungus; cutting your grass too short; cutting your grass in dry weather or before a period of hot sunny weather. Most brown patches can usually be cured by spiking the soil and watering. If that does not work, please call us and we can call and apply a fungicide as required.

### 14) Laying fresh turf lawns.

14.1 Please be aware that if we supply you with turf and/or lay turf for you it remains the property of Moorlands Lawn Care (MLC) until it is paid for in full. A 50% deposit will be required at least 30 days prior to the service being carried out. If the outstanding balance on the invoice is not paid on time, and ownership of the lawn is transferred to the customer, MLC reserves the right to repossess that which it owns, by way of removal from the customer's address.

# 15)Payments to Moorlands Lawn Care

- 15.1 All invoices are payable immediately. On day **15**, any outstanding balances will have a 10% late fee applied for additional admin expenses incurred for chasing payments of invoices, and additional late fees of 10% will be applied for every **14** days the invoice has a remaining unpaid balance. We use automatic invoice reminders via ServiceM8. If you receive an unpaid invoice reminder, but you believe you have made a payment for the invoice in full, please contact us on 07395025440 so we can investigate any error. Please be mindful that our invoice system is automatic, so if your bank has not released the funds on time into our account, a reminder might be sent out.
- 15.2 Payments can be made via Direct Debit. A Direct Debit mandate will be sent to you from Moorlands Lawn Care **via GoCardless**. The mandate will need to be completed by you with your details. Please make sure these are accurate. Once arranged, payments for invoices will be collected within 10 days of the invoice date, unless a monthly Direct Debit agreement has been arranged (see "Monthly Subscription Direct Debit Agreement and Cancellations" for more details).

Payments can be made via BACS to:

David Bagshaw



Sort Code: 60-83-71

Account: 46212102

Reference: Customer name

15.3 Please use the customer's name as a reference so the payment can be linked to the correct invoice.

#### 16) Monthly subscription Direct Debit agreement and cancellations

- 16.1 For new customers, your Direct Debit must be set up before your first treatment is completed. For all future treatments, a 12-month rolling direct debit agreement will be arranged by way of a recurring invoice, where the total yearly cost of treatments will be spread over the 12 months as a smaller monthly payment.
- 16.2 We use **GoCardless** to set up the direct debit and <u>any fees are at the expense of Moorlands Lawn Care</u>. A Direct Debit mandate will be sent to the customer via email and must be completed within 7 days.
- 16.3 The direct debit agreement enables the customer to pay for 8 treatments (5 property visits) over a 12-month rolling contract. If a customer chooses to opt out of any treatments/visit during the 12-month rolling contract, the customer is required to pay a final invoice for services completed, and the outstanding balance must be paid for in full. If there is an overpayment, the customer will need to request a refund within 7 days, so a refund payment can be made via BACS payment to the customer's bank account.
- 16.4 The customer has the right to cancel at any time by giving notification to Moorlands Lawn Care in writing, via text, email, or letter. If a customer decides to cancel before the end of the 12-month rolling contract, the customer is liable to pay the remaining outstanding payments for the remaining months that total the 12-month contract, dependant on the services completed, within 14 days of Moorlands Lawn Care receiving notice of cancellation. On cancellation, Moorlands Lawn Care will no longer visit the property or apply any remaining/outstanding treatments.
- 16.5 If a customer cancels the direct debit payments without notification to Moorlands Lawn Care, the customer is liable to pay the remaining outstanding payments for the remaining months that total the 12-month contract, dependant on services completed, within 14 days of cancellation. On cancellation, Moorlands Lawn Care will no longer visit the property or apply any remaining/outstanding treatments.
- 16.6 If the remaining outstanding payments for the remaining months that total the 12-month contract is not received within 14 days, Moorlands Lawn Care will arrange a debt recovery service to collect the outstanding balance plus any interest and fees payable.
- 16.7 Moorlands Lawn Care has the right to cancel a contract made with the customer at any time.

# 17) Cancellations

- 17.1 All customers are signed up to a 12-month rolling contact with Moorlands Lawn Care. The customer has the right to cancel at any time by giving notification to Moorlands Lawn Care in writing, via text, email, or letter. If a customer cancels before the end of the 12-month rolling contact, the customer is liable for any outstanding services due within or upto that 12-month period. A final invoice will be sent to the customer detailing any outstanding payments still owing.
- 17.2 The customer has the right to cancel an individual treatment. If a customer wishes to cancel an individual treatment, the customer is required to pay a cancellation fee of at least 50% of that treatment price, but no more than the full treatment price. An invoice detailing a cancellation fee will be sent to the customer.

17.3 See "Payments to Moorlands Lawn Care" for more details on invoice payments.

### 18) Your privacy

18.1 GDPR and the personal information that we'll process in connection with all our Services, if relevant, includes:

- Personal and contact details.
- Information about your property including access arrangements, such as access codes for gates. Whether you are a tenant
  or are an owner occupier of the property, with reference to lawn usage.
- Details of third parties associated with the site when required.
- Online contact details including emails and social media.
- Payment methods used.
- Marketing and data analysis from the marketing outcomes.
- Access information to your garden areas
- Financial details, such as your payment method(s), money spent on our services and details of money you owe.
- 18.2 Moorlands Lawn Care takes the privacy and security of individuals and their personal information very seriously. We take every reasonable measure and precaution to protect and secure the personal data that we process. We have information security policies and procedures in place to protect personal information from unauthorised access, alteration, disclosure, or destruction and have several layers of security measures, including: –
- 18.3 SSL, access controls, password policy, encryptions.



Moorlands Lawn Care Information Sheet Terms and Conditions 2024