

Terms & Conditions of Service

HG-SG5 · Customer Terms · v1.1 · October 2026

1. About these terms

- 1.1** We are Highland Green Ltd, trading as Highland Green Lawns & Gardens ("we", "us", "our"). We are registered in Scotland, company number 834272. Our registered office is 14 Chanonry Road South, Elgin, IV30 6NG. Our VAT registration number is GB 486 9736 18.
- 1.2** We are based at Toll House, Mosstodloch, Moray. You can contact us at info@highlandgreen.co.uk or on 01343 811 114.
- 1.3** These terms apply to every quote we give and every job we carry out for you ("you", "your"). Please read them before accepting a quote.
- 1.4** Our quotes are given subject to these terms. When you accept a quote, you accept these terms as part of our agreement with you. You can accept in writing, by email, by making your first payment, verbally, or by allowing us to begin work.
- 1.5** A current copy of these terms is on our website, www.highlandgreen.co.uk, and available on request. The version in force when you accept a quote applies to that work. If your programme renews, the version we send you ahead of renewal applies from the renewal date.
- 1.6** In these terms, a "programme" is a year of planned lawn or garden care paid for in monthly payments. A "service year" is the 12 months of your programme or, for other recurring work, the calendar year. Our "standard visit rate" for a visit is the price of that visit under your quotation.

2. Our services and programmes

- 2.1** We offer the following programmes. What your programme includes is set out in your quote.
- Lawn Care programmes: Standard and Premium
 - Mowing programme
 - Garden Care programmes: Standard and Premium
 - Add-on programmes: Drought Assist and Hard-Standing Weed Control
- 2.2** We also provide individual services, which are quoted separately.

Area	Services
Lawn care	Lawn feeds (including conditioners and selective weedkillers), top dressing, overseeding, scarifying, aeration (hollow-tining and solid spiking), divot and patch repair, drought assist, leatherjacket control and lawn rebuilds with turf or seed.
Gardening	Garden visits, mowing (mow, strim and blow), winter maintenance visits, bark mulching, clear-downs, verge and banking strimming, hard-standing weed control and green waste removal.
Hedges and trees	Hedge trimming and restructuring, tree pruning (up to 5 metres) and tree-stump treatment.
Other	Driveway and patio cleaning with an optional protective treatment, tarmac drive cleaning, snow clearing, automower wire repair and fence painting.

- 2.3** Some services are seasonal or depend on the weather. Automower wire repair is for existing customers only. Fence painting is offered occasionally, when our schedule allows.

3. Quotes, prices and extra work

- 3.1** Our quotes are based on the work described in them and on any measurements they state, such as lawn area. They assume reasonable access and normal site conditions. A quote is valid for 30 days unless it says otherwise.
- 3.2** All prices include VAT at the standard rate.
- 3.3** The price in your quote is fixed for the work described. If your lawn or garden changes, or the measurements turn out to be materially different, we will give you a revised price before continuing.
- 3.4** Work outside the quoted scope is chargeable. If you ask for additional work, or if extra time, materials or waste removal are needed beyond what was quoted, we will agree this with you before going ahead and charge accordingly.

4. Programmes, monthly payments and renewal

- 4.1** A programme is priced for the full year. The annual price is paid in 12 equal monthly payments.
- 4.2** Monthly payments are made by standing order on the 5th, 15th or 25th of each month. Your first payment is due on whichever of these dates comes next after you accept our quote, unless your quote gives a later start date. Your payment date then stays the same each month. Please set up your standing order before the first payment date.
- 4.3** Monthly payments spread the cost of the year evenly. They do not match the work done in any one month. Most of the work is carried out in the growing season, and payments continue

through the winter, including our winter break.

- 4.4** Your programme runs for 12 months from your first payment date, whatever time of year you join. Your monthly payment stays the same for those 12 months.
- 4.5** Your programme is a rolling one: at the end of each 12 months it renews for a further 12 months. To keep your lawn and garden care continuous, your programme and any other recurring services carry forward automatically into each following year on the same basis, unless you tell us otherwise in writing (for example by email).
- 4.6** We review our prices once a year, and new prices apply from 31 December. A price change does not alter your monthly payment during your current 12 months. When your programme renews, it is priced at the prices in force on the renewal date. Between 30 and 14 days before your renewal, we will write to you to confirm your programme for the coming 12 months, its price, any changes, and how to cancel.
- 4.7** If you do not want to continue, or want to change your programme, please tell us in writing before the renewal date. No charge is made for cancelling before renewal.
- 4.8** After renewal you remain free to cancel at any time under section 10.

5. Payment

- 5.1** Programme payments are made monthly by standing order, as set out in section 4.
- 5.2** For all other work, payment is due within 14 days of the date of our invoice, unless we have agreed otherwise in writing.
- 5.3** If a monthly payment is missed or an invoice is overdue, we will contact you. If your account is not brought up to date within 7 days of the date the payment was due, we may pause further visits until it is, and we may charge interest on the overdue amount.
- 5.4** We may withhold or stop work where there is an outstanding balance on your account. Any outstanding balance remains due in full.
- 5.5** Where visits have been paused under clause 5.3, a missed visit is carried out once your account is up to date, where our schedule allows. Because that visit falls outside our normal cycle, it carries a separate return-visit charge at our standard hourly rate per team for the time taken, including travel.

6. Access and your responsibilities

- 6.1** Please make sure we have safe, clear access on the day of a visit: gates unlocked, vehicles moved where needed, and pets secured.
- 6.2** Please tell us in advance of any hazards or hidden services on your property, such as buried cables, pipes, irrigation lines or robotic mower wires. We cannot be responsible for damage to hidden items we were not told about.
- 6.3** If we cannot access or complete a scheduled visit for reasons outside our control, for example a locked gate, blocked access or unsafe conditions, we may charge for the wasted visit at our standard visit rate. The surcharge in clause 6.5 also applies where a visit is missed under this clause.
- 6.4** Lawns and garden areas must be kept reasonably clear of pet or animal waste before each visit. Where a build-up makes it unsafe or unhygienic for us to mow or work an area, we will leave that area untouched on the day. Within the same service year:

Occasion	What happens
1st occasion	No charge for the missed visit.
2nd occasion	Charged at our standard visit rate, as if the visit had been carried out.
3rd occasion	Charged at our standard visit rate, and we will end your recurring service arrangement for the affected property, with written notice (see clause 6.7).

- 6.5** Where a scheduled visit is missed under clause 6.3 or 6.4, your next visit will be charged at 1.5 times our standard visit rate, to reflect the additional time needed to bring the area back to a normal standard. This surcharge does not apply where you have already taken a chargeable return visit under clause 6.6.
- 6.6** If you would like us to return and complete missed work before your next scheduled visit, we will do this where our schedule allows, though this is not guaranteed. Any such visit is charged separately at our standard hourly rate per team for the time taken, including travel.
- 6.7** Where clause 6.4 results in a third missed visit within the same service year, we will end your recurring service arrangement for the affected property, with written notice.
- 6.8** If you are on a programme, a visit charged under clause 6.3 or 6.4 counts as one of the visits in your programme. Any surcharge under clause 6.5 or return visit under clause 6.6 is invoiced separately from your monthly payments.

7. Scheduling, weather and our winter break

- 7.1** We schedule visits by the week, not by the day or time. We normally email you the week before a visit is due.
- 7.2** If you need visits on a particular day, please speak to us and we will agree a fixed day where we can.
- 7.3** Treatments and seasonal work are timed by the season and the conditions, not by fixed dates. Some lawn work has to be done in sequence, so a delay to one visit can move the next.
- 7.4** Weather and ground conditions may delay visits. Snow, frost and waterlogged ground stop most work. If we have to move a visit to a later week, we will tell you which week we expect to carry it out.
- 7.5** A visit included in your programme that we have to delay is rescheduled, not lost.
- 7.6** We close for a winter break over Christmas and the first part of January. No visits are scheduled during the break.

8. Green waste

- 8.1** Green waste from our work is placed in your brown bin unless we have agreed otherwise.
- 8.2** A green waste removal charge applies where there is more than your bin can hold. Where your quote says material is collected and taken away, this is included in the price.
- 8.3** We are a SEPA registered waste carrier. We remove only green waste produced by our own work. We do not remove soil, rubble or other waste.

9. Your right to cancel in the first 14 days

NOTE You can cancel within 14 days of accepting our quote, without giving a reason and at no cost. A cancellation form is at the end of these terms.

- 9.1** If you accept our quote away from our premises, for example at your home, by phone, by email or online, you have the right to cancel within 14 days of accepting it, without giving a reason and at no cost.
- 9.2** To cancel, tell us clearly before the 14 days end. You can email info@highlandgreen.co.uk, phone 01343 811 114, write to us, or use the cancellation form at the end of these terms.

- 9.3** We will not normally start work within the 14 days. If you want us to start sooner, you must ask us to in writing. If you then cancel within the 14 days, you pay for the work we have carried out up to the time you tell us.
- 9.4** If you ask us to start a one-off job within the 14 days and we complete it in that time, your right to cancel that job ends when it is completed.
- 9.5** If you cancel under this section, we will refund any payment you have made, less any amount due under clause 9.3, within 14 days of your telling us.

10. Cancelling or ending later

- 10.1** After the first 14 days you remain free to cancel a programme or other recurring service at any time by telling us in writing (for example by email). There is no minimum term and no cancellation fee.
- 10.2** If you cancel a programme, we will compare the work completed to date, valued at the visit prices in your original quotation, with the payments you have made, and send you a final statement. Depending on the balance, this will show either a refund due to you or a final amount owing.
- 10.3** A refund or a final amount owing is payable within 14 days of the date of the final statement.
- 10.4** If you need to cancel or rearrange a one-off job or a single visit, please give us as much notice as you can. We may charge for a visit cancelled with less than 2 working days' notice, or where we attend but cannot carry out the work through no fault of ours.
- 10.5** We may end our agreement with you on reasonable notice. We may end it sooner where there are unpaid invoices, where clause 6.7 applies, or where it is unsafe or impractical for us to continue. If we end a programme, clauses 10.2 and 10.3 apply in the same way.

11. Treatments, chemicals and safety

- 11.1** Some of our services involve professional products: lawn feeds and conditioners, selective weedkillers, hard-standing weed control, stump treatment, and the treatment applied after driveway and patio cleaning. We apply these in line with product labels and regulations.
- 11.2** Please keep children and pets off treated areas until they are dry, or for any longer period we tell you about at the time.
- 11.3** Please follow any aftercare advice we give you, such as watering after overseeding, top dressing, turfing or a Drought Assist treatment. Results depend on it.
- 11.4** Safety Data Sheets for these products relate to the handling of concentrated product by trained

operators. They are available on request, but they do not reflect the level of risk to you after a product has been correctly applied.

12. Results and natural variation

- 12.1** Lawns, plants, hedges and gardens are living things. Results depend on weather, soil, usage and other factors outside our control, and vary from one site to the next.
- 12.2** We carry out our work to a professional standard, but we cannot guarantee a specific biological outcome. Examples are complete weed or moss removal, seed germination rates, drought recovery and the results of leatherjacket control.

13. Notes on particular services

- 13.1** Hedges are cut in the right season for the species, and regrowth varies by species and season. Restructuring may reduce a hedge's appearance in the short term.
- 13.2** We check hedges for active birds' nests before cutting. If we find one, we cannot cut that hedge until the nest is no longer in use, and we will reschedule the work. This is not treated as a wasted visit.
- 13.3** Tree work is undertaken up to a height of 5 metres only. Stump treatments take time to work and results are not immediate.
- 13.4** Leatherjacket control is provided on a best-efforts basis, with no guaranteed result.
- 13.5** The Drought Assist Programme helps your lawn hold water through dry spells. It does not replace watering and cannot prevent all drought damage.
- 13.6** Driveway and patio cleaning: results depend on the age and condition of the surface. We are not responsible for pre-existing damage, loose jointing or surface wear that cleaning may expose or loosen.
- 13.7** Snow clearing depends on the weather and is carried out on a priority basis.

14. Our liability

- 14.1** We hold public liability and employers' liability insurance. We are responsible for loss or damage caused by our negligence or our failure to carry out the work with reasonable care and skill.
- 14.2** We are not responsible for pre-existing defects, for damage to hidden services or items we were not told about, for natural or biological outcomes outside our control, or for indirect or

consequential losses.

- 14.3** Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited or excluded under the law. These terms do not affect your statutory rights as a consumer.

15. Photographs and data

- 15.1** We may take photographs of our work for our own records and, occasionally, for marketing. We will not use images showing personal or identifying detail of your property without your consent. Please tell us if you would prefer we did not photograph your work.
- 15.2** We use your contact details to provide our services, to tell you about visits and to manage your account. We handle your personal information in line with data-protection law and do not sell it.
- 15.3** Where we operate customer referral arrangements, we share your details with a third party only with your consent.

16. Complaints and general

- 16.1** If something isn't right, please contact us at info@highlandgreen.co.uk or on 01343 811 114 as soon as you can, so we can look at it and put it right. We aim to resolve concerns quickly and fairly.
- 16.2** We may update these terms from time to time. If you are on a programme, we will send you the updated terms before your renewal, and they apply from the renewal date.
- 16.3** If any part of these terms is found to be unenforceable, the rest continue to apply.
- 16.4** These terms are governed by the law of Scotland, and any disputes are subject to the jurisdiction of the Scottish courts.

For existing customers

NOTE We are introducing these written terms to bring consistency and clarity to the service we already provide. If you are an existing customer, these terms apply to your services from the start of your next season or at your next schedule confirmation, whichever comes first. Your services continue as normal in the meantime, and nothing here changes the work you have already agreed with us. If you have any questions, please get in touch.

Schedule: cancellation form

Complete and return this form only if you wish to cancel within the first 14 days (section 9). You do not have to use it; an email or phone call is enough.

To: Highland Green Ltd, Toll House, Mosstodloch, Moray. Email: info@highlandgreen.co.uk

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

Service or programme	
Quote accepted on	
Name of customer(s)	
Address of customer(s)	
Signature (only if this form is sent on paper)	
Date	