

Terms of Business: Miller's Garden Services

Digger, Dumper, and Driver Hire

1. Definitions

- **“We”, “Us”, and “Our” refer to Miller's Garden Services.**
- **“You” and “Your” refer to the customer hiring our services.**
- **“Services” refers to the provision of a digger, dumper, and driver hire service.**

2. Services Provided

- **We provide the equipment and a qualified operator for hire on an agreed date and time.**
- **Services are limited to operating the equipment as instructed by You and within the agreed scope of work.**

3. Exclusions of Liability

- **Surface Damage:**
 - 1. The operation of heavy equipment, including diggers and dumpers, can result in marks, impressions, or damage to surfaces, particularly soft or unstable ground, paving, driveways, lawns, or other areas.**
 - 2. By hiring our services, You accept this risk, and We are not liable for any surface damage caused during normal operations unless it arises from Our negligence (e.g., equipment mishandling).**
 - 3. It is Your responsibility to inform Us of any concerns regarding fragile or high-risk surfaces before the commencement of work.**
- **Damage to Property:**

1. While We will exercise care and skill when operating the equipment, You acknowledge that minor damage to nearby structures and property (e.g., gateposts, fences, walls, corners of buildings, doorways, trees, shrubs, and plants) may occur during the performance of the Services.

2. We are not liable for such damage unless it arises from gross negligence or a failure to follow Your clear and reasonable instructions.

3. You are responsible for providing safe and adequate access to the site, including removing obstructions that may pose risks to property.

4. Any special precautions required to protect property must be communicated in writing before work begins.

- Site Preparation: You are responsible for setting out the site and providing clear instructions for the scope of work.**
- Building, Planning, and Regulatory Compliance: You are solely responsible for ensuring that the work complies with any building, planning, or other regulatory requirements.**
- Hidden Obstructions: We are not liable for delays or damages caused by hidden obstructions such as buried pipes, roots, or other underground items.**

4. Risk Assumption

- You agree to indemnify Us against any claims, losses, or damages arising from the use of the equipment or any related activities, except where caused by Our negligence.**

5. Cancellations and Changes

- Before Work Commences: You have the right to cancel the contract within 14 days of agreeing to it, in line with UK consumer law.**

- **After Work Commences:** If work has started within the 14-day cancellation period (with Your consent), You may still cancel the contract, but You will be liable for the cost of any work completed and any expenses incurred up to the point of cancellation.

6. Payment Terms

- Payment is due immediately upon completion of the work unless otherwise agreed in writing.
- Late payments will incur interest at 4% above the Bank of England base rate.

7. Insurance

- We carry public liability insurance to cover claims arising from Our negligence.

8. Force Majeure

- We are not liable for delays or inability to perform due to circumstances beyond Our control, including severe weather, accidents, or equipment failure.

9. Complaints

- If You have any complaints about Our services, please contact Us in writing at Damions CM7 4SH

10. Governing Law

- These terms are governed by the laws of England and Wales, and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

Right to Cancel Form

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. To exercise the right to cancel, You must inform Us in writing at:

Miller's Garden Services

Damions Hawkspur Green CM7 4SH

Email: matt@mgsinfo.co.uk

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

Service Description: _____

Date Ordered: _____

Name: _____

Address: _____

Signature: _____

Date: _____