



Grayshaw & Yeo Gardening Company

Gardener Agreement

This Contract for services is made effective as of date received by Grayshaw and Yeo Gardening Company Ltd, by and between 'Grayshaw & Yeo Gardening Company Ltd', {consisting of Emily Grayshaw of 117 Kings Road, Farncombe, Godalming GU7 3EU and Judith Yeo of 18, Lammas Road, Godalming, GU7 2YL}, and the 'Gardener'. In this Contract, the party who is contracting to receive services will be referred to as "Grayshaw & Yeo Gardening Company", and the party who will be providing the services will be referred to as "The Gardener"

1. **DESCRIPTION OF SERVICES.** The Gardener will provide to Grayshaw & Yeo Gardening Company the services described in Working With Grayshaw & Yeo Gardening Company.
2. **PAYMENT FOR SERVICES.** In exchange for the services Grayshaw & Yeo Gardening Company will collect payment on behalf of the Gardener, Grayshaw & Yeo Gardening Company will then deduct a percentage from the total before paying the remainder to the subcontractor. The Gardener will be paid according to the following schedule: The sum of £10 per hour for each hour worked in a garden assigned by Grayshaw & Yeo Gardening Company, this will be increase after the first year to £12 per hour. This may increase to £17 per hour upon successful completion of all elements of RHS Level 2 (Principles & Practical. The Gardener will be paid on or just after the 15th of each month by bank transfer. The Gardener will accept all responsibility for



any work performed that is not covered in this agreement or that is not approved by Grayshaw & Yeo Gardening Company. If the Gardener were to purchase any plants or sundries for any gardens the Gardener will be reimbursed by the Garden Owner, this must be arranged by the Gardener.

3. **PAYMENT REQUIREMENTS** Email the Garden Owner and Grayshaw & Yeo Gardening Company on the day that you work to say that you worked in their garden on that day. On the 1st of each month please email Grayshaw & Yeo Gardening Company a breakdown of the hours you have worked that month (from the 1st of the previous month to the 31st of the current month inclusive). You will then be paid by bank transfer on the 15th (or just after) of the following month.
4. **PERFORMANCE.** Grayshaw & Yeo Gardening Company requires the Gardener to work in a respectful and responsible manner. To be diligent with time keeping and professional at all times. It expects the Gardener to work consistently for the time that you are in a garden assigned by Grayshaw & Yeo Gardening Company and to contact Grayshaw & Yeo Gardening Company straight away if you have any queries or any uncertainties arise.
5. **TOOLS.** The Gardener is responsible for furnishing all tools and equipment required to provide the services to fulfil this agreement. Grayshaw & Yeo Gardening Company will not be responsible for any lost, damaged or stolen tools or equipment.
6. **TERM.** This Contract will be reviewed one year after commencement.
7. **CANCELLATION / TERMINATION.** Subject to clause 8 Grayshaw & Yeo Gardening Company will have the right to terminate this contract by giving 10 working days written notice, please see complaints procedure for exceptions to this. The Gardener has the right to

terminate the contract by giving 10 working days written notice.

8. **COMPLAINTS PROCEDURE.** If there are issues that arise between the Gardener and the owner of a garden or between the Gardener and Grayshaw & Yeo Gardening Company, then Grayshaw & Yeo Gardening Company will endeavour to assist to resolve the issues informally. If a verbal complaint is made to Grayshaw & Yeo Gardening Company about the Gardener we will also endeavour to resolve it informally. Where this is not possible we will ask the owner to put it in writing. Where a written complaint is made against the Gardener then Grayshaw & Yeo Gardening Company will investigate each issue individually. If necessary, it will remove The Gardener from the garden immediately or terminate this Contract with immediate effect. A Gardener's contract with Grayshaw and Yeo Gardening Company may also be terminated with immediate effect if any of the following clauses are applicable:
- 8.1 - Continued unreliability, lateness or poor time-keeping
 - 8.2 - Lack of communication with clients / Grayshaw and Yeo Gardening Company
 - 8.3 - Inability to demonstrate use of appropriate skills required to maintain a client's garden
 - 8.4 - Lack of productivity
 - 8.5 - Inability to practically apply gardening knowledge
9. **PROVISION OF WORK.** Grayshaw & Yeo Gardening Company is under no obligation to provide the Gardener with work. The Gardener's hours reflect the needs of the garden/s that the Gardener is assigned to work in and these may increase or decrease depending on seasons or other unforeseeable reasons.
10. **RELATIONSHIP OF PARTIES.** It is understood by the parties that



the Gardener is an independent contractor with respect to Grayshaw & Yeo Gardening Company, and not an employee of Grayshaw & Yeo Gardening Company. Grayshaw & Yeo Gardening Company will not provide any benefits including, but not limited to, public liability insurance, health insurance benefits, paid holiday, sick pay or any other employee benefit. The Gardener is responsible for their own accounts and tax assessment.

11. **CONFIDENTIALITY.** The Gardener will not at any time or in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is proprietary to Grayshaw & Yeo Gardening Company. The Gardener will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, the Gardener will return to Grayshaw & Yeo Gardening Company all records, notes, documentation and other items that were used, created, or controlled by The Gardener during the term of this Contract.
12. **RESTRICTIVE COVENANT.** The Gardener agrees that they will not work privately for any garden that has been introduced to the Gardener by Grayshaw & Yeo Gardening Company for a period of one year after ceasing to work for that garden as a subcontractor to Grayshaw & Yeo Gardening Company.
13. **INTRODUCTION TO A GARDEN.** The Gardener agrees to use the Scope of Work provided to use as a guide to what to prioritise in the garden on their initial visit, rather than arranging a visit to discuss the garden with the client during a visit where no work will take place.
14. **INDEMNIFICATION.** The Gardener agrees to indemnify Grayshaw & Yeo Gardening Company against all claims, losses, expenses, fees



including legal fees, costs, and judgments that may be asserted against Grayshaw & Yeo Gardening Company that result from the acts or omissions of the Gardener.

15. **WARRANTY.** The Gardener shall provide services and meet obligations under this Contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards and provide a standard of care equal to the care used by Grayshaw & Yeo Gardening Company.
16. **CONDUCT AND APPEARANCE.** The Gardener shall conduct themselves in a professional manner at all times while representing Grayshaw & Yeo Gardening Company.
17. **INJURIES.** The Gardener is obliged to obtain appropriate insurance coverage for her benefit. The Gardener waives any rights to recovery from Grayshaw & Yeo Gardening Company for any injuries that they may sustain while performing services under this Agreement. The Gardener agrees to provide Grayshaw & Yeo Gardening Company with a copy of their insurance documentation.
18. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.



19. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
20. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
22. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by mail to the addresses set out in the opening paragraph or to such other address as one party may have furnished to the other in writing.
23. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: Grayshaw & Yeo Gardening Company Ltd