

## Terms and Conditions Gardener24.ie

Gardener24.ie is a connecting service that allows gardeners (the Clients) to obtain the details of individuals and corporate entities (the Consumers) who have requested to be connected with one or more gardeners (a Quotation Request), allowing Consumers to find one or more Clients to fulfil a Quotation Request.

These Terms and Conditions (T&Cs) govern the Client's use of the Gardener24.ie services and all other SkyDreams websites.

Gardener24.ie is owned and powered by SkyDreams B.V.

The Clients using the service offered by Gardener24.ie acknowledges having read and accepted these T&Cs.

### Quotation Requests

1. Gardener24.ie undertakes to send the Client only Quotation Requests relating to the geographical coverage and types of Quotation Requests (Profile) determined by the Client.
2. Gardener24.ie undertakes to send the Client a number of Quotation Requests determined by the Client.
3. The Client acknowledges and agrees that the number of Quotation Requests that Gardener24.ie will be able to provide to the Client will vary and is not guaranteed.
4. Gardener24.ie does not guarantee that a Client will be engaged by any Consumer pursuant to a Quotation Request. Gardener24.ie provides only Quotation Requests to the Clients, not guaranteed business.
5. Gardener24.ie undertakes to provide the Client with sufficient information on the Consumer to enable the Client to contact the Consumer directly.
6. Gardener24.ie undertakes to send details of each Quotation Request to no more than five (5) Clients.
7. Should the Client select an area which is full, then the Client will be placed on the waiting list for that specific area. Once the area becomes available, the Client will be contacted prior to being activated in that area.
8. To be able to benefit from the service offered by Gardener24.ie, the Client undertakes to:
  - contact the Consumer within one (1) working day,
  - if the job is complicated, make an appointment to carry out an on-site evaluation within three (3) days,
  - if the job is straightforward, discuss the details over the phone,
  - take the time to understand the requirements and concerns of the Consumer,
  - work out a competitive quotation on the day of the on-site evaluation or telephone call, and send the quote to the Consumer by email or by post and free of charge,
  - contact the Consumer after sending the quotation, to check that it has been received. Call the Consumer again after five (5) days to politely ask whether they have made a decision on the quotation yet,
  - observe the commitments and time limits indicated on the quotation and agreements between Client and Consumers,
  - observe all applicable standards and regulations,
  - be recorded or registered as required with the applicable authorities,
  - possess the qualifications and necessary expertise to provide the services according to its Profile,
  - provide and invoice the services itself,
  - provide quality services to meet Consumers' requirements as far as possible,
  - provide a quality after-sales service.

9. Any failure to meet any of the commitments listed in the above Article may result in immediate suspension or cancellation of the Client's Gardener24.ie account, without any entitlement to a refund of any sums previously paid by the Client to Gardener24.ie.

## **Pricing**

10. Whenever Gardener24.ie sends a Consumer's details to the Client, the Client agrees to pay the Lead Price for each Quotation Request. The current rates can be found at Gardener24.ie.
11. Gardener24.ie is not entitled to receive any commission on any amounts paid by Consumers to Clients for services performed by the Clients.
12. The Lead Prices and T&Cs applicable are those that come with every Quotation Request. These can be found by clicking on the link to the T&Cs, at the bottom of every Quotation Request.
13. Gardener24.ie reserves the right to change its Lead Prices and T&Cs at any time.
14. When Lead Prices change, Gardener24.ie will inform the Clients by sending an email containing the new Lead Prices. This email is sent to the Client at least ten (10) days before the effective date of the price changes.

## **Invoicing and Payment**

15. The Client acknowledges and agrees that payment of the balance due will be made by Gardener24.ie processing the Client's credit card / direct debit, on the invoice due date. Payment is due fourteen (14) days after date of invoice creation.
16. The Client will be sent a monthly invoice for the Quotation Requests incurred in the previous month. The invoice includes a summary of the Quotation Requests sent to the Client in the previous month, in addition to the reclaimed Quotation Requests, by the Client. This summary lists the Quotation Requests by their unique identification number.
17. Any queries to the invoice must be made within fourteen (14) days of the invoice date. All requests must be made in writing. Once the queries have been reviewed and agreed upon, then amendments are made to the forthcoming invoice.
18. If payment is not received by the due date, then the Clients account(s) will be suspended.
19. Formal notices will be sent to the Client regarding outstanding invoices. If the Client fails to respond to these notices, the case will then be transferred to a Collecting Agency. Any costs incurred when transferring the invoice to the Collecting Agency, the Client will be liable for.
20. The Client acknowledges that they do not have to pay VAT provided that a valid VAT number is supplied, in writing, to [info@gardener24.ie](mailto:info@gardener24.ie).
21. The Client acknowledges and agrees that it will be liable for an administration charge of forty euros (€40) including VAT to cover bank charges and costs resulting from any incident or failure of the Client to pay invoices when due. Gardener24.ie may also charge interest at the rate of two percent (2%) per month on any overdue payments by the Client from the date payment became due until actual payment is made.

## Contact Information

22. The Client acknowledges and agrees that they are responsible for ensuring that the contact information that they have provided to Gardener24.ie, and any other relevant details regarding the Client, are correct and kept up to date.
23. The Client acknowledges and agrees that it will provide Gardener24.ie with a current and valid email address so that they can receive the Quotation Requests from Gardener24.ie. Gardener24.ie is not liable or accountable for Quotation Requests not received by the Client, and the Client agrees to pay for all Quotation Requests delivered to the contact information provided by the Client.

## Account Modifications

24. The Client may request to change their Profile at any time by contacting Customer Service via email: [info@gardener24.ie](mailto:info@gardener24.ie) or via telephone.
25. Gardener24.ie undertakes to make all changes requested by the Client within a maximum period of two (2) business days.
26. Gardener24.ie reserves the right to reject any substantial change requested by the Client. In such cases, Gardener24.ie will notify the Client of its rejection within a period of two (2) business days.
27. The Client may increase or decrease the maximum number of Quotation Requests received per day, per week or per month.

## Temporary Break

28. The Client is eligible to temporarily suspend their Gardener24.ie account three (3) times a year for a maximum of twenty-one (21) consecutive days without the risk of losing their areas to other gardening companies (Break).
29. If the Client has more than three (3) breaks a year or a break of more than twenty-one (21) consecutive days, then the Client's Gardener24.ie account will be cancelled and the areas will not be held.

## Reclaiming Quotation Requests

30. The Client is eligible to reclaim\* any Quotation Request for which Gardener24.ie confirms one of the following:
  - the details correspond to those of a Consumer for which the Client has already received the same details and request through a prior Quotation Request received by Gardener24.ie within the previous twenty (20) days (DUPLICATE QUOTATION REQUEST),
  - the Consumer's telephone number is wrong and no response has been received from the Consumer by email (WRONG TELEPHONE),
  - the description does not match the form on which it has been entered by the Consumer, provided that the form on which it should have been entered does not match the Client's Profile (FORM ERROR),
  - the postcode of the place where the service is to be provided is incorrect, provided that the postcode that should have been entered does not match the Client's Profile (LOCATION ERROR),
  - the description is totally fictitious and inaccurate in Gardener24.ie sole determination (FICTITIOUS REQUEST),
  - the required completion date is more than twelve (12) months, from the date the request is submitted (OUTSIDE OF 12 MONTHS).

*\* If the Client is under a reclaim sanction, the Client is not eligible to use the reclaim service (see Article 33)*

31. In order to reclaim a Quotation Request, the Client must submit a substantiated request in writing via email to [info@gardener24.ie](mailto:info@gardener24.ie), within ten (10) days of the Quotation Request being received. Gardener24.ie shall have the right, in its sole discretion, to determine whether reclamation is warranted. If reclamation is warranted then Gardener24.ie will send an email confirming that the Quotation Request will be credited.
32. The Client is requested to send invalid Quotation Requests within the current month to ensure that the reclaims are stated on the current month's invoice. Reclaims that are received and processed after the last day of the calendar month, will be adjusted on the forthcoming invoice.
33. The price of a Quotation Request is based on the costs of advertising made for the Client. If the Client reclaims too many Quotation Requests, then the costs of sending Quotation Requests to the Client will outweigh the costs of providing the Quotation Requests. Gardener24.ie will give a notification to the Client who does not support the service. The Client is then requested to reduce the number of reclaims. If the Client does not respond to the request after two (2) contacts, then the Client will get a reclaim sanction. This means that a ten percent (10%) discount will be applied on all future invoices and the Client will not be eligible to use the reclaim service of Gardener24.ie.
34. The Client acknowledges that once their Gardener24.ie account has been cancelled, reclaims will no longer be warranted.

### **Termination of Service**

35. There is no minimum contract term; therefore the Client can cancel their Gardener24.ie account at any time by informing Gardener24.ie.
36. The Client may cancel their Gardener24.ie account by email, telephone or letter with confirmation of delivery. Gardener24.ie shall suspend the delivery of Quotation Requests to Client within a maximum period of two (2) business days. The Client will not be obliged to pay for any Quotation Requests that may have been sent to it during the time between the request for a cancellation and the effective moment of cancellation of its Gardener24.ie account.
37. The Client acknowledges and agrees that cancellation or suspension of its Gardener24.ie account will make all outstanding invoices owed by the Client to Gardener24.ie, payable according to Gardener24.ie's payment terms.
38. The Client's Gardener24.ie account includes a sixty (60) day money back guarantee. If the Client cancels their Gardener24.ie account within sixty (60) days of the activation of the account, then the Client can request a full refund. All requests for a refund must be made in writing. In any other case, the Client cannot receive a refund for any payments that have been made. The sixty (60) day money back guarantee is only available for Clients that have never had a paid SkyDreams account before.
39. Gardener24.ie reserves the right to cancel a membership or free trial without prior notice or having to give reasons.

### **Membership and Free Trial Membership**

40. Gardener24.ie has the right to, in its sole discretion, deny any business a free trial.
41. It is at Gardener24.ie's discretion to refuse a membership request from any business, without having to state a reason.

- 42. The free trial is only available for businesses that have never used Gardener24.ie, or that have had any free trial offered by other SkyDreams' websites before.
- 43. During the free trial the total number of Quotation Requests is not guaranteed.

#### **Offers and Discounts**

- 44. One (1) offer per Client and the Client acknowledges that they are entitled to only one (1) offer, regardless of the number of SkyDreams accounts they have.
- 45. Gardener24.ie reserves the right to revoke any offers without any prior notice.
- 46. Gardener24.ie has the right to withdraw the offer if there is an obvious typographical error.
- 47. The offer may not be used in conjunction with any other offers or discounts.
- 48. Upon account cancellation all offers and discounts become null and void.

#### **Limitation of Liability and Disclaimer of Warranty**

- 49. The Client agrees to frequently read the T&Cs that come with every Quotation Request to keep track of changes to the T&Cs.
- 50. Gardener24.ie will not under any circumstances be liable for any sum resulting from any dispute between the Consumer and the Client as part of a Client's contract with, or of a Client's provision of services for, a Consumer. Gardener24.ie will not be held liable, and the Client releases Gardener24.ie from any liability, in any dispute that may subsequently arise between the Consumer and the Client regarding the Client's performance of or failure to perform services for the Consumer.
- 51. Gardener24.ie is not involved in, nor does Gardener24.ie have any responsibility for the Clients' contracts with Consumers, or any payments to Clients from Consumers or any disputes Clients may have with Consumers. Notwithstanding anything in these T&Cs to the contrary, Gardener24.ie does not make guarantees, representations or warranties regarding a Consumer's level of interest, their desire to have work completed, their creditworthiness or ability to pay Clients, the accuracy of the information provided by the Consumers, or that any Consumers will hire Clients to perform services, nor does Gardener24.ie guarantee that Clients will successfully contact each Consumer.
- 52. In no event is Gardener24.ie liable to the Client for any consequential, indirect, incidental, punitive or special damages, lost revenue, lost profits or loss of goodwill. In no event will the total aggregate liability of Gardener24.ie to the Client exceed the amount of fees actually paid by the Client to Gardener24.ie during the preceding twelve (12) months, regardless of the basis or form of claim.
- 53. Services are provided to the Client on an "as is" basis, and Gardener24.ie disclaims any and all express or implied warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

## Intellectual Property Rights

54. Gardener24.ie's name, trademarks and logos and the contents of websites published by Gardener24.ie are Gardener24.ie's exclusive property and cannot in any event be used or reproduced in any way without Gardener24.ie's prior consent in writing. In addition, the Client acknowledges and agrees that any content that it may decide to submit to Gardener24.ie will be Gardener24.ie's exclusive property, except for the Clients' names, trademarks and logos, and may be published in whole or in part on sites published by Gardener24.ie or in marketing documents without entitling the Client to any remuneration. The Client in particular authorises Gardener24.ie to publish the name of the Client and of its company, its details, its profile, its qualifications and its memberships of associations or federations, its logos and trademarks, its comments and testimonials of Gardener24.ie's services, the comments, testimonials and approval ratings obtained by Gardener24.ie from its Consumers, and photographs that it may have submitted to Gardener24.ie to promote the Client's or Gardener24.ie's business on any online or offline medium. The Client represents, warrants and guarantees that it possesses all the rights to the content that it provides to Gardener24.ie and that such content is not in breach of previous intellectual property rights held by third parties. Gardener24.ie nonetheless reserves the right to reject or delete any content that it may consider does not conform to its editorial line or that may not comply with intellectual property law.
55. Gardener24.ie may ask Consumers for their comments, testimonials, photographs and approval ratings for services provided by each of its Clients by means of a satisfaction questionnaire. The Client agrees to Gardener24.ie contacting the Client's Consumers at Gardener24.ie's sole discretion to obtain Consumers comments, testimonials and approval ratings of services provided by the Client. The Client acknowledges and agrees that all information thus obtained is Gardener24.ie's exclusive property and that it may be published in whole or in part on websites published by Gardener24.ie or in marketing documents without entitling the Client to any kind of remuneration. The Client acknowledges and agrees that its Consumers may leave comments and testimonials about the services that it has provided. Gardener24.ie is not responsible for comments, testimonials and approval ratings given by Consumers that it decides to publish on its websites. In addition, the Client acknowledges and agrees that the Client is in no way entitled to reproduce, advertise, publish or use in any other possible way such information, including information concerning the Client directly, without Gardener24.ie's prior consent in writing. Any unauthorised use of the above information may result in legal proceedings and termination of Client's account and this Agreement.

## Indemnification

56. The Client shall fully protect, indemnify and defend Gardener24.ie and all of its agents, officers, directors, shareholders, suppliers, Clients, employees and each of their successors and assigns (the Indemnified Parties) and hold each of them harmless from and against any and all claims, demands, liens, damages, causes of action, liabilities of any and every nature whatsoever, including but not limited to personal injury, intellectual property infringement, fraud, deceptive advertising, violation of any state, provincial or federal laws or regulations, property damage, attorneys' fees and court costs, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to any of the Client's work for or dealings with any Consumers, or Client's services, representations, advertising, or obligations (including but not limited to the Client's obligation to maintain the confidentiality of user personal information) as provided in this Agreement, regardless of cause or of any fault or negligence of Gardener24.ie or the indemnified parties and without regard to cause or to any concurrent or contributing fault, strict liability or negligence, whether sole, joint or concurrent, active or passive by Gardener24.ie or the indemnified parties.

## **General**

57. These T&Cs are not transferable or assignable by the Client. Furthermore, the transfer of Quotation Requests received by the Client to third parties, whether free of charge or for a consideration, or to other service providers or suppliers, is strictly prohibited and is contrary to current regulations concerning confidentiality of personal data. Any transfer of Quotation Requests by the Client to third parties may result in a five hundred euro (€500) fine per Quotation Request, legal proceedings and the termination of the Client's account with Gardener24.ie.
58. The Client's sole remedy if it does not agree to such changes to the T&Cs (including price changes) shall be to terminate this Agreement. If the Client fails to terminate this Agreement, then this Agreement shall continue in full and take effect as modified by Gardener24.ie in the notice provided to the Client.
59. Should any one or more of the provisions contained in this T&Cs be declared invalid by a competent court, the validity of the remaining provisions of this instrument will remain unaffected.
60. The following sections shall survive any termination or expiration of this Agreement; 3, 4, 8, 10, 11, 21, 22, 23 and 49 through 62.

## **Governing Law and Jurisdiction**

61. The parties hereby agree that any disputes as to the terms of the services provided by Gardener24.ie and in relation to these T&Cs shall be submitted to the courts of the Republic of Ireland for resolution.
62. These T&Cs are governed by the laws of the Republic of Ireland, and both parties submit to the exclusive jurisdiction of the courts of the Republic of Ireland.