



## **Booking & Cancellation Policy**

**Effective Date: September 1, 2025**

### **Preamble**

### **WHEREAS**

**Ton's Wacker Works Limited** (hereinafter referred to as "the Company") is engaged in the business of providing landscaping, whacking, and related yard maintenance services to clients within its designated service areas;

### **AND WHEREAS**

The Company has adopted this Booking and Cancellation Policy (hereinafter referred to as "the Policy") to establish fair, transparent, and enforceable terms governing the scheduling, confirmation, and cancellation of services;

### **AND WHEREAS**

The Company deems it necessary to safeguard its operational efficiency, protect its personnel, equipment, and property, and ensure that Clients undertake proper preparations prior to service delivery;

**NOW THEREFORE**, this Policy shall apply to all services rendered by the Company and forms an integral and binding part of the service agreement between the Company and each Client. The objectives of this Policy are to:

- i Establish standardized procedures for scheduling, deposits, and service confirmations.
- ii Minimize disruption to the Company's operational schedule by regulating cancellations and rescheduling requests;
- iii Ensure that Clients undertake necessary preparations prior to service delivery in order to safeguard personnel, equipment, property, and animals; and
- iv Define limitations of liability and indemnification obligations in circumstances where hazards, obstructions, or non-compliance impede service delivery.

### **Booking Procedures**

#### **Submission of Request**

- 1) Clients are required to submit a video recording or clear photographs of the property or area requiring maintenance via WhatsApp or email. This submission shall form the basis of the initial cost estimate.
- 2) The Client warrants that such media accurately reflects the current condition of the property.
- 3) Should the Client require an on-site inspection prior to the booking, a non-refundable assessment fee shall apply, payable in advance.

### Estimates

- 4) All estimates provided are **provisional** and **non-binding**. Once instructions have been given for the company to commence work, said estimate will be converted to an **INVOICE** which shall be binding once work has commenced.
- 5) Where material discrepancies are discovered on arrival, the Company reserves the right to issue a **revised quotation/ invoice**.
- 6) If the Client declines the revised quotation, the deposit shall be forfeited as compensation for time and scheduling loss.
- 7) The Company reserves the right to **VARY** any invoice given based on material discoveries made or differences in the level or scope of work required to achieve the desired results of the contract.

### Deposits & Payment of Balance

- 8) A deposit equivalent to **fifty percent (50%)** of the quoted cost shall be payable to secure the booking.
- 9) The deposit must be paid by electronic transfer, cash, or other approved method.
- 10) No booking shall be confirmed unless and until the deposit is received and acknowledged in writing by the Company. The company will then provide an updated invoice/receipt to confirm said payments.
- 11) The remaining balance shall become immediately due and **payable upon completion** of the works.
- 12) Where payment is not made within three (3) days of completion, the Client shall incur a **late payment charge equivalent to ten percent (10%)** of the outstanding invoice value. In addition, the unpaid sum **shall accrue interest** at the rate of **two percent (2%)** per month (**24% per annum**), calculated daily until payment is received in full.
- 13) The Company reserves the right to withhold removal of waste and/**or issue interest charges on overdue sums at the abovementioned rate.**

### **Client Responsibilities Prior to Service**

- 14) The Client shall, at their own expense, ensure the following conditions are satisfied before the arrival of the Company's team:
  - a) **Yard Access:** All gates, entrances, and pathways must be unlocked and cleared of obstructions.
  - b) **Vehicles and Obstructions:** All vehicles, trailers, equipment, or immovable objects must be removed from the yard area or service zone.
  - c) **Pets and Animals:** All dogs and other pets must be securely restrained or removed prior to the crew's arrival.
  - d) **Animal Waste:** All dog or animal waste must be removed from the work area in advance. The Company reserves the right to charge an additional clean-up fee of JMD \$5,000 or cancel the service if the condition is excessive.
  - e) **Children and Uninvolved Persons:** Children and any other persons not engaged in the work must be kept indoors or away from the work area.

3.6. Debris Disposal: The Client shall provide sufficient garbage bags or receptacles for the removal of yard waste.

### **Cancellation and Rescheduling**

- 15) Cancellations made **more than forty-eight (48) hours** before the scheduled service shall entitle the Client to reschedule to a new date within fourteen (14) days at no penalty. The Client must therefore facilitate the service within the fourteen days.
- 16) Cancellations made less than forty-eight (48) hours before the service shall result in **forfeiture of the 50% deposit.**
- 17) Where the Client is absent or unresponsive on the scheduled date and the crew is unable to perform the work, this shall constitute a **no-show** and the **deposit shall be forfeited.**
- 18) The Company may cancel or postpone services without liability in the following circumstances:
  - **Inclement weather conditions posing safety risks;**
  - **Equipment breakdown or crew unavailability;**
  - **Hazardous or obstructed conditions on the property not disclosed in advance.**

In such cases, the Client shall be entitled to reschedule without penalty.

### **Liability and Indemnity**

- 19) The Company shall not be held responsible for any loss, injury, or damage arising from vehicles, obstructions, or debris left by the Client; roaming pets, unsecured animals, or children present during the course of work; animal waste left in the yard; or pre-existing defects, hazards, or unsafe property conditions. The Client accepts full responsibility for ensuring that the property is safe and in workable condition prior to the commencement of services. Furthermore, the Client agrees to indemnify, defend, and hold harmless the Company, together with its directors, employees, and contractors, against any claims, demands, damages, or liabilities (including legal costs) which may arise out of, or in connection with, the Client's breach of this Policy. In all circumstances, the Company's liability shall be strictly limited to an amount not exceeding the total fees actually paid by the Client in respect of the specific service giving rise to the dispute.

### **Client Acknowledgement & Agreement**

- 20) By virtue of making a booking, paying a deposit, or otherwise proceeding with the services of Ton's Wacker Works ("the Company"), the Client is deemed to have read, understood, and agreed to be bound by the terms and conditions set out in the Company's Booking & Cancellation Policy. The Client further acknowledges their responsibility to comply with all requirements contained therein and agrees to indemnify and hold harmless the Company, its directors, employees, and contractors against any liabilities, claims, or damages arising from the Client's failure to adhere to the Policy.

**This acknowledgement shall form part of the binding service agreement between the Client and the Company, and no further signature or written confirmation shall be required for it to take effect.**