

**Article 1: Definitions** The definitions below are used in both singular and plural in these terms and conditions. In these terms and conditions, the following definitions shall apply:

<i>Applicant</i>	The individual or company requesting a quotation for one or several subject specialists.
<i>(online) Account</i>	The online environment where the Participant can log in and the Settings of the Participants can be managed.
<i>Advertising Costs</i>	The cost of all efforts made by Getagardener.co.uk with a direct relationship to the offering of Requests for Quotations to Participants, including search engine and marketing costs.
<i>Terms and Conditions</i>	The terms and conditions described in this document.
<i>Inside/Outside the bundle</i>	Relates to Getagardener.co.uk Select: Requests Inside the bundle reduce the Reaction Credit, requests Outside the bundle increase the invoice.
<i>Bundle</i>	Relates to Getagardener.co.uk Select: the amount of the fixed monthly amount of Reaction Credit.
<i>Participant</i>	The service professional who receives requests for quotations to provide potential clients (the Applicants) with an offer to perform a service.
<i>Trade register</i>	The trade register of the Chamber of Commerce.
<i>Settings</i>	The data and criteria stored in the Account for the performance of the service.
<i>Customer Service</i>	The support available to the Participant which can be reached via e-mail ( <a href="mailto:info@getagardener.co.uk">info@getagardener.co.uk</a> ) or by phone 0121 468 0883 (local rate)
<i>Rates</i>	The amount due for an accepted Request for Quotation.
<i>Duration</i>	The duration of the agreement that applies, also called Contract Duration. <i>Quotation</i>
<i>Request</i>	The request made by an Applicant on Getagardener.co.uk's website describing the service to be performed. In the short form Request, as well as the term Leads refer to Requests for Quotation as referred to herein.
<i>Agreement</i>	Any agreement entered into between Getagardener.co.uk and the Participant during a particular Period.
<i>Period</i>	A specific period used to determine the duration and billing of a contract, which lasts one month from the determination, which lasts one month from the start date and therefore does not run concurrently with the calendar month.
<i>Reaction Credit</i>	The Reaction Credit as described in 6.2. 2 to 6.2.6. In the short form, Credit refers also to Reaction Credit as described here.
<i>Reclaims</i>	Returning Quotation Requests, see conditions in article 10.
<i>Listing</i>	The active Account of the Participant with a subscription in accordance with Article 6.
<i>Locked/Unlocked</i>	In Locked Requests, the Applicant's contact details are not yet visible, Unlocked Requests are. Locked requests are disregarded in the settlement
<i>Working area</i>	The area from which the Participant has indicated he wishes to receive requests based on a radius or postcode area.

## Article 2: Entrepreneur's identity

2.1 Getagardener.co.uk is one of the trade names of Skydreams B.V. It also trades under the trade names Moving24 and Weddingspaces.

2.2 Skydreams B.V. is established at Godebaldkwartier 371, 3511 DT in Utrecht in the Netherlands and is registered in the Trade Register under CoC number: 24330161.

## Article 3: Applicability

3.1 These General Terms and Conditions apply to all Agreements, regardless of the manner in which they are made, which are concluded between Getagardener.co.uk and the Participant. The applicability of General Terms and Conditions of the Participant is expressly rejected.

3.2 These Terms and Conditions specify the standard terms that apply if an agreement is formed through the use of Getagardener.co.uk's website.

3.2 Before the remote agreement is concluded, the text of the general terms and conditions will be made available to the Participant. If this is not reasonably possible, Getagardener.co.uk, prior to the conclusion of the remote agreement, indicate in which way the General Terms and Conditions can be inspected at Getagardener.co.uk and that these General Terms and Conditions will be sent (electronically) as soon as possible upon request of the Participant.

3.3 Participants using Getagardener.co.uk's service thereby acknowledge that they have read these Terms and Conditions and accept their application.

3.4 Getagardener.co.uk is entitled at any time to amend or supplement these Terms and Conditions. If the changes are substantive, Getagardener.co.uk will communicate them to the Participant at least 30 days before the changes take effect. If the Participant cannot agree to the new changes, the Participant may terminate the Agreement between the parties in accordance with Article 13 of these General Terms and Conditions until the changes come into effect.

## Article 4: Provision of services

4.1 Getagardener.co.uk provides a brokerage service whereby specialists (the Participants) receive requests from individuals and companies (the Applicants) who have requested a quote for one or more subject matter experts. Getagardener.co.uk's service enables Participants to get in touch with potential customers and enables Applicants to request quotes from one or more companies.

4.2 Getagardener.co.uk only provides Participants with Requests for Quotes and does not guarantee that sales will result from this.

4.3 In order to use Getagardener.co.uk's services, the Participant is at least required to comply with the following:

- To be registered in the Trade Register as a company, as required by law.
- To have the necessary qualifications and knowledge for the services offered by the Participant to be able and entitled to perform these services.
- Execute agreed Quotation Requests and invoice themselves.

4.4 Failure to comply with the conditions stated in Article 4.3 above may result in the immediate suspension or termination of the Participant's listing, without refund of amounts previously paid to Getagardener.co.uk.

## Article 5: Requests for quotations

5.1 Getagardener.co.uk forwards to Participants Quotation Requests (from Applicants) on the basis of the criteria set up in the Participant's Account, hereinafter referred to as Settings, such as subject area(s), area of work and any maximum.

5.2 The Participant's Settings can be viewed and managed by the Participant in his/her online Account. Getagardener.co.uk can also help set up the account (via Customer Service).

5.3 The Participant accepts that the supply of Quotation Requests through Getagardener.co.uk varies and that the supply of Requests for Offers is not guaranteed.

5.4 Getagardener.co.uk shall ensure sufficient information to enable the Participant to contact the Applicant. If this

is not the case then the Quotation Request is subject to Reclamation (see also article 10).

5.5 Getagardener.co.uk guarantees a limit on the number of Participants to which the details of a Quotation Request will be sent. This varies by category but does not involve more than six (6) Participants. The cap is determined based on various factors such as demand, supply, season or other relevant parameters. Getagardener.co.uk may change the

maximum number of Participants at any time without informing Participants, with the aim of reacting quickly to market changes and thus maintaining an optimal balance between the needs of Participants and Getagardener.co.uk.

5.6 Should the region selected by the Participant be full, the Participant will be placed on a waiting list for this purpose. As soon as it becomes available again, this will be communicated to the Participant through an e-mail notification.

5.7 In order to make the most of the Quotation Requests, Getagardener.co.uk recommends that Participant:

- contact the Applicant within one (1) working day.
- In case of no contact, make at least two (2) additional attempts, either by phone or e-mail. ● in the case of a complex assignment, make an appointment to view the assignment on site within three (3) days at the latest.
- discuss the assignment details by phone (or e-mail) in case of a simple assignment. ● provide a competitive quotation after viewing or telephone discussion and send it to the Applicant by email or post free of charge.
- call the Applicant after sending the quotation to check that it has been well received. After five (5) days, the Participant will contact the Applicant again to enquire whether a choice has been made yet from the offers.
- comply with the agreements made and time limits set in the quotation.
- adhere to the standards as they apply within the profession.
- provide services of such quality as to meet the reasonable demands of the Applicant. ● provide proper aftercare to the Applicant.

## Article 6: Listing

### 6.1 *Getagardener.co.uk Continu*

6.1.1 At Getagardener.co.uk Continu, applications that meet the Participant's Settings are immediately forwarded with the contact details of the Applicant; the Participant can directly respond to the Request for Offer.

6.1.2 Getagardener.co.uk Continu offers the possibility of setting a cap to set an upper limit on the invoice. The maximum can be an amount or number of QuotaRequests for Offers. If the maximum is exceeded, no more Requests for Offers will be forwarded in that Period.

6.1.3 At Getagardener.co.uk Continu, the Participant pays per Quotation Request sent. Rates are detailed in Article 7. 6.2 **Getagardener.co.uk Select**

6.2.1 At Getagardener.co.uk Select, applications that comply with the Participant's Settings are forwarded directly, however with the Applicant's contact details Locked. The Participant may, based on the information provided by the Applicant, choose to Unlock this Quotation Request. After unlocking, the Applicant's contact details become available and can be responded to.

6.2.2 Getagardener.co.uk Select operates with a monthly Reaction Credit of a fixed amount. This fixed monthly amount is also known as the Bundle. During the Term, the Participant will receive new Reaction Credit each Period.

6.2.3 Reaction Credit can be used for up to twelve (12) months from the time the Reaction Credit is added to the

Participant's account.

6.2.4 After termination of Getagardener.co.uk Select, the Reaction Credit will remain in the Account for three (3) months; the Reaction Credit will expire after three (3) months. When the Participant enters into a new Listing of Getagardener.co.uk Select within three (3) months, the Reaction Credit can be taken and used. Termination of the subscription is explained in Article 13.

6.2.5 For Quotation Requests that are unlocked by the Participant, the rate of the Offer Request will be deducted from the Reaction Credit; these requests are within the Bundle. Rates are detailed in Article 7.

6.2.6 When the Reaction Credit is insufficient, the Participant can still Unlock Quotation Requests; these Quotation Requests will be charged separately on the invoice; these requests are Outside the Bundle.

6.2.6 Reaction Credit can only be used to Unlock Quotation Requests. Reaction credit cannot be used to offset outstanding invoices and will not be paid out.

### 6.3 *Changing the listing*

6.3.1 The Participant can make changes via the online Account, by contacting Customer Service by phone or by sending an email to [info@Getagardener.co.uk](mailto:info@Getagardener.co.uk)

6.3.2 Getagardener.co.uk shall process all changes within a maximum of two (2) working days after receipt thereof. Changes made via the online Account reflect immediately.

6.3.3 Getagardener.co.uk reserves the right to refuse substantial changes regarding the Participant's Listing. The Participant will be notified within two (2) working days.

6.3.4 The Participant in the Getagardener.co.uk Continu subscription may increase or decrease the maximum number of offer requests to be received at any time.

6.3.5 The Participant in the Getagardener.co.uk Select listing can increase the monthly Reaction Credit via the online account or by contacting a Getagardener.co.uk Account Manager.

6.3.6 The Participant in the Getagardener.co.uk Select listing cannot reduce the subscription within the term. 6.4 *Trial period*

6.4.1 The Trial Period is a period during which a new Participant can try the service free of charge or with a discount offer. This is subject to the promotions in force during registration.

6.4.2 Getagardener.co.uk reserves the right to refuse a Participant the trial period, without giving any reason.

6.4.3 Getagardener.co.uk reserves the right to refuse a Participant's application or to terminate the trial period prematurely for any reason, without giving any reason.

6.4.4 The Participant is entitled to a trial period only if Getagardener.co.uk or another Skydreams B.V. website has not been used before.

6.4.5 Receipt of Quotation Requests during the trial period is not guaranteed.

## Article 7: Rates

7.1 Getagardener.co.uk operates a flexible pricing system whereby the rates per Quotation Request may vary based on various factors, such as demand, supply, seasonality or other relevant parameters, with the aim of adjusting the rates per Offer Request in real-time to achieve an optimal balance between the needs of the Participant and Getagardener.co.uk.

7.2 The rates per Quotation Request are listed on the Request which can be unlocked via the Online Account. By unlocking, the Participant agrees to pay the communicated rate. The foregoing does not apply to Participants with a Getagardener.co.uk Continu subscription. Participants in Getagardener.co.uk Continu automatically agree to the rates per Offer Request applicable at that time.

7.3 Getagardener.co.uk is entitled to adjust subscription prices or its rates structure at any time. In case of such

changes, the Participant will be notified by email at least ten (10) days before implementation. The foregoing does not apply to rates per Quote Request for Offer. It may be changed by Getagardener.co.uk at any time and without further notice unless it is expressly agreed in writing that rates per Request for Offer apply for a specific period.

7.4 If the Participant does not wish to agree to the change mentioned in Article 7.3, he has the right to terminate the agreement in the manner described above in Article 13.

7.5 Getagardener.co.uk cannot claim any commission on amounts paid by Applicants to Participants for services performed by Participants.

7.6 All rates stated in the Account are in GBP (£) and are exclusive of government-imposed taxes and levies, unless expressly stated otherwise in writing.

## Article 8: Invoicing and payment

8.1 The Participant agrees to pay by direct debit or payment by invoice. In the case of direct debit, the amount due will be debited automatically within fourteen (14) days of the invoice date. If paid by invoice, the Participant must pay the amount due within fourteen (14) days of the invoice date.

8.2 The Participant of Getagardener.co.uk Continu will receive an invoice in the first week of the month for the Requests for Offer received in the preceding month. In the online Account and on the invoice, the Participant can view the Offer Requests received and claimed, specified by the unique numbers of the Offer Requests.

8.3 The Participant of Getagardener.co.uk Select will receive an invoice in the first week of each month with a fixed price of the chosen subscription and Unlocked Quotation Requests Outside the Bundle including any corrections of accepted and rejected claims.

8.4 Objections to the invoice must be made known in writing or by e-mail no later than fourteen (14) days of the invoice date. Any corrections will be settled with the current month's invoice. This can be sent to [info@Getagardener.co.uk.nl](mailto:info@Getagardener.co.uk.nl).

8.5 If the invoice is not paid by the deadline, the listing will be suspended. Monthly fixed fees for the monthly subscription taken out by the Participant will still be charged.

8.6 If the Participant does not meet the set payment deadline, the Participant will be reminded to make payment. If the Participant does not comply with this reminder, the case will be handed over for collection.

## Article 9: Information provided

9.1 The Participant is responsible for the information provided to Getagardener.co.uk about his company. Getagardener.co.uk is not liable for any misconceptions or incorrect data. The Participant is also responsible for keeping the company information up to date.

9.2 The Participant undertakes to provide Getagardener.co.uk with a valid and working email address. Requests for offers will be sent to this email address. Getagardener.co.uk is not liable for any unreceived Quotation Requests. The Participant agrees to pay for all (Unlocked) Quotation Requests sent to the e-mail address provided by the Participant.

9.3 Based on the Trade Register Act, the Participant is obliged to register in the Chamber of Commerce Trade Register. The Participant undertakes to communicate the relevant Chamber of Commerce number to Getagardener.co.uk.

9.4 It is the Participant's responsibility to demonstrate the accuracy and validity of their certifications and keep them up to date. Applicants are encouraged to make their own necessary verifications and checks before selecting a Participant. Getagardener.co.uk cannot be held liable for any damages, losses, costs or claims arising from the Participant's actions, omissions or incorrect certifications on our platform. Applicants are responsible for taking necessary precautions and making informed decisions when selecting and hiring a Participant.

9.5 Getagardener.co.uk does not accept any form of identity fraud. This includes using false identities, forging documents, or deliberately misleading other Participants and/or Applicants. If Getagardener.co.uk suspects identity fraud, it reserves the right to take appropriate action, such as requesting additional documentation for verification.

9.6 Getagardener.co.uk reserves the right to remove Participants from the platform if they are found to have provided false or misleading certifications. We appreciate feedback from Applicants to ensure the reliability and quality of our Participants.

## Article 10: Reclaims for offer requests

10.1 To reclaim a request, the Participant must submit a request for reclaim via the Online Account within ten (10) calendar days of receiving the quotation offer request. Getagardener.co.uk will determine on the basis of Article 10. 2 whether the request for reclaim will be honoured. Getagardener.co.uk will send an email confirming that the claim has been received in good order. A monthly calculation will be made as to whether the claim will be credited. The provisions of Article 10. 4 of these general terms and conditions shall apply. Specifications will be listed on the invoice.

10.2 Reclamations of Quotation Requests will be honoured in the following cases:

### **Duplicate quote request**

This quote request was already received from our platform in the previous 30 days

### **Invalid contact details**

The quote request contains an invalid phone number and email address

### **Wrong category type**

The quote request received does not match the category settings you selected

### **Wrong service**

The quote request is searching for a service not currently offered on our platform

### **Project date unreasonable**

The requested completion date is either too close (within 5 working days) or too distant (over 12 months)

### **Does not match my filter**

The quote request did not match my current filter criteria at the moment the lead was received

### **Project completed**

The quote request, despite being contacted within 24 hours, had already been completed.

### **Incorrect work location**

The quote request you received does not align with the location settings you selected

10.3 The Participant should reclaim the request, when possible, within the relevant month. If Getagardener.co.uk receives reclaim requests from offer requests from the preceding month, these, if honoured, will be settled on the invoice of the current month.

10.4 The system will credit the claimed offers up to a maximum determined at the sole discretion of Getagardener.co.uk based on various factors such as demand, supply, seasonality or other relevant parameters.

10.5 Participants are not allowed to submit any reclaims after a listing has been cancelled.

## Article 11: Offers and discounts

11.1 Getagardener.co.uk provides an offer per Participant only once, regardless of the number of listings at Skydreams B.V. under the trade names Moving24 and Weddingspaces offered services.

11.2 Getagardener.co.uk reserves the right to change or withdraw offers or granted discounts.

11.3 Getagardener.co.uk cannot be held to its offers if the Participant should have understood that the offer, or any part thereof, contained an obvious mistake or slip of the pen.

11.4 An offer cannot be used in conjunction with any other offer.

11.5 If the Participant cancels his listing, the offers and discounts granted will lapse from the date of cancellation.

## Article 12: Temporary cessation of listing

12.1 The Participant in the Getagardener.co.uk Continu subscription has the option of temporarily stopping the listing on Getagardener.co.uk. This can be up to a maximum of 21 consecutive days and a maximum of three times a year. In doing so, the Participant retains his working area.

12.2 If the Participant in Getagardener.co.uk Continu wants to pause the service for more than 21 consecutive days or more than three times per year, his listing will be stopped and the region released.

12.3 As a Participant in Getagardener.co.uk Select, it is not possible to pause the service.

## Article 13: Contract duration and termination

13.1 Agreements may, at the parties' discretion, be concluded orally, in writing, by telephone, electronically or otherwise. Getagardener.co.uk decides - at its sole discretion - which method of creation it does and does not agree with. The Agreement between the parties is binding, regardless of how it is reached.

13.2 Getagardener.co.uk does not apply a minimum duration when participating in Getagardener.co.uk Continu. The Participant in Getagardener.co.uk Continu may cancel the listing at any time with immediate effect.

13.3 A Participant in Getagardener.co.uk Continu may cancel the listing on Getagardener.co.uk by email, registered letter or by telephone. Getagardener.co.uk will process the discontinuation of the listing within a maximum of two (2) working days from its receipt. The Participant does not have to pay for offer requests sent in the period between the request for discontinuation and the actual time of discontinuation of the listing.

13.4 When participating in Getagardener.co.uk Select (12 months), the Participant cannot terminate his contract prematurely. If the participant does not wish to renew the contract after the contract period, this can be made known by email, registered letter or telephone up to one month before the expiry date. Getagardener.co.uk will process the discontinuation of the listing within a maximum of two (2) working days.

13.5 With Getagardener.co.uk Select (1 month), the Participant can cancel his account at any time. The Participant will be able to spend credit until the end date of the contract. If the Participant does not wish to renew the contract after the contract period, this can be made known by e-mail, registered letter or telephone up to one day before the expiry date. Getagardener.co.uk will process the discontinuation of the listing within a maximum of two (2) working days.

13.6 The Participant's contract with Getagardener.co.uk Select will be automatically renewed for the same period (1 or 12 months), settings and with the data known to us unless cancelled.

13.7 Each Participant acknowledges that at the time of cancellation of the listing, all outstanding amounts to Getagardener.co.uk are still due and payable.

13.8 Getagardener.co.uk reserves the right to exclude any company from participation at any time without prior notice and without giving any reason.

13.9 In the event of prolonged inactivity of twelve (12) months during Getagardener.co.uk Select, Getagardener.co.uk may choose to terminate or downgrade the subscription. Remaining Reaction Credit will not be paid out in GBP. The provisions of Article 6.2. 6 of these General Terms and Conditions will apply. Account inactivity is defined as a period of twelve (12) calendar months in which no application is unlocked.

## Article 14: Reviews

14.1 An Applicant has the option to add a review to the Company Profile of the Participant with whom he has been in contact about work to be performed. In the review, the details requested there are provided by the Applicant. Applicant will comply with the Terms and Conditions Reviews as published by Getagardener.co.uk when posting a review.

14.2 The content of a review is determined by an Applicant, and Getagardener.co.uk, in principle, has no influence on it. Applicant is aware that reviews on a Participant do not guarantee the quality of a Participant and the work to be performed by them. Getagardener.co.uk cannot be held responsible for the content of reviews. Getagardener.co.uk will not be liable for any damages arising from an Applicant's reliance on a review published on the Platform or otherwise arising from a review (it being understood that this clause does not release Getagardener.co.uk from any legal obligation to compensate consumers in whole or in part).

14.3 Getagardener.co.uk is entitled to remove or modify a review at any time at the request of the Applicant. Getagardener.co.uk may, but not exclusively, do so if, following a report, it appears that the review is incorrect, unreliable or unlawful, or otherwise does not comply with Getagardener.co.uk's conditions.

14.4 In addition to the other provisions of these General Terms and Conditions, a review must in any case comply with the following conditions:

- (a) a review must not contain defamatory, vulgar, obscene or racist language;
- (b) a review must not contain personal details of a Participant or any other Applicant or natural person;
- (c) a review may not contain links and/or scripts;
- (d) a review may not contain false or misleading information; and
- (e) a review must be added by the Applicant and must relate to the Participant from whom the Applicant has received a response and/or with whom the Applicant has entered into an agreement.

14.5 Getagardener.co.uk performs a number of steps to ensure that reviews are placed by Applicants who have had the order (partially) completed by the relevant Participant. To post a review, Applicants must have placed an Application, and have identified the Participant on the Platform as the one who accepted and/or (partially) performed the order. Getagardener.co.uk does not allow paid or sponsored reviews and all Reviews are therefore posted voluntarily, without reward or payment. Getagardener.co.uk publishes all valid Reviews posted.

## Article 15: Liability

15.1 The Participant will inform himself of changes to the general terms and conditions by consulting them regularly.

15.2 Getagardener.co.uk will never be liable for claims relating to a dispute between Applicant and Participant as part of a Participant's contract with, or provision of a service to, an Applicant. The Participant shall indemnify Getagardener.co.uk in the event of any dispute that may arise between the Applicant and the Participant regarding a failure to perform an obligation of the Participant towards the Applicant.

15.3 Getagardener.co.uk is not a party to the agreements concluded between Participants and Applicants whether or not through the Getagardener.co.uk website. Getagardener.co.uk does not offer any guarantee with regard to: the level of interest of Applicants, the desire to carry out an order, the creditworthiness or ability of Applicants to pay Participants, the accuracy of the information offered by Applicants, the formation of an actual agreement for the provision of services between the Participant and the Applicant.

15.4 Getagardener.co.uk will in no case be liable for the damage suffered by the Participant under the agreement entered into with Getagardener.co.uk however named except in case of intent or deliberate recklessness. In the



latter case, liability is limited to an amount equal to the total amount paid by the Participant to Getagardener.co.uk during the previous 12 months.

15.5 Getagardener.co.uk is entitled to put the Platform (temporarily) out of use or to limit its use in the event that, for example, this is necessary or desirable for the maintenance or modification of the Platform, without this giving rise to any right to compensation towards Getagardener.co.uk. Getagardener.co.uk is not obliged to inform Participants about this (in advance or otherwise).

## **Article 16: Right of ownership**

16.1 The name, trademarks and logos of Getagardener.co.uk and (the content of) websites published by Getagardener.co.uk are the property of Getagardener.co.uk and may never be used or reproduced in any way without Getagardener.co.uk's prior written consent. The Participant agrees that the data he provides to Getagardener.co.uk, with the exception of the Participant's names, trademarks and logos, become the exclusive property of Getagardener.co.uk. Getagardener.co.uk is entitled to publish this data in whole or in part on websites published by Getagardener.co.uk or in marketing documents without owing any compensation to the Participant. The Participant authorises Getagardener.co.uk to publish through an online or offline medium the following: his name and company name, his profile on Getagardener.co.uk, his qualifications and his memberships of associations or federations, his logos and trademarks, his comments and reviews on Getagardener.co.uk's services, comments, reviews, photos and satisfaction scores of Applicants as well as photos offered by the Participant to Getagardener.co.uk to promote the Participant's or Getagardener.co.uk's services. The Participant warrants that he owns all rights to the content provided to Getagardener.co.uk and that such content does not infringe any intellectual property rights of third parties. Getagardener.co.uk reserves at all times the right to refuse or remove any content suspected to be non-compliant with editorial regulations or to violate the intellectual property rights of third parties.

16.2 Getagardener.co.uk may use a survey to ask Applicants for comments, ratings, photos and satisfaction scores regarding services performed by Participants. For this purpose, the Participant accepts that Getagardener.co.uk contacts the Participants' customers. The Participant accepts that all information obtained by Getagardener.co.uk through this means becomes the exclusive property of Getagardener.co.uk and may be published in whole or in part on websites published by Getagardener.co.uk or in marketing documents without any compensation to the Participant. The Participant accepts that Applicants may provide comments and assessments on the services provided. Getagardener.co.uk is in no way liable for comments, reviews, photos and satisfaction scores of Applicants published on websites published by Getagardener.co.uk. Furthermore, the Participant accepts that he is not authorised to reproduce, publish, use or advertise such

information without Getagardener.co.uk's prior written consent. Any unapproved use of the above information may result in legal action, termination of the Participant's listing on Getagardener.co.uk and dissolution of the relevant agreement.

## **Article 17: Indemnification**

17.1 The Participant indemnifies Getagardener.co.uk including shareholders directors, Participants, Getagardener.co.uk staff, legal successors and assignees (the Indemnified Parties) against all third-party claims, however named and of whatever nature, which are in any way, directly or indirectly, related to the work performed by the Participant for Applicants or relations thereof.

## **Article 18: Privacy**

18.1 The Participant must comply with the rules regarding the General Data Protection Regulation (GDPR). The offer requests received by the Participant from Getagardener.co.uk may not be forwarded to third parties and may only be used for the purpose for which the personal data was provided, i.e. the provision of a quotation offer. The transfer of offer requests by the Participant to third parties, whether free or for a fee, or to other service providers or subcontractors, is strictly prohibited. If Getagardener.co.uk should notice this, the Participant's listing will be discontinued and a fine of £ 500 per offer request forwarded will be imposed.

## **Article 19: Partial nullity**

19.1 If one or more of the provisions or a part thereof of these general terms and conditions or any part of the underlying agreement should be null and void or annulled, the content of the provisions of these general terms and conditions will not be affected in any other respect, or the underlying agreement remain intact.

19.2 The following articles remain applicable as post-contractual clauses if the agreement has been terminated regardless of the manner: 8.1 - 8.5, 8.7 - 8.8, 10.5, 13.7, 15.2 - 18.1, 18.3, 19.1 - 19.2.

## **Article 20: Applicable law**

20.1 All disputes arising from or relating to an agreement between Getagardener.co.uk and the Participant, or related thereto, will be exclusively adjudicated by the competent court of the Central Netherlands District Court unless Getagardener.co.uk prefers to submit the dispute to the competent court of the Participant's domicile.

20.2 These general terms and conditions are governed by British law.