



UK Lawn Care Association (UKLCA) – the Association for Independent Lawn Care Companies

APPENDIX 1 – Membership Subscriptions and Code of Practice

Membership Subscriptions are set at *£20 per calendar month and includes:

- A *25% saving on a first delegate Conference fee
- Directory listing including
 - search engine facility to generate new customer enquiries
 - your logo displayed
 - direct hyperlink to your site
 - one click link to your email
- From the Association’s site, potential customers can see a full range of your promotional messages and pages to support and attract customers to your business
- Promote your link with the Association by displaying the logo (with hyperlink to Association’s site) on your site
- Display Association’s logo on your vans and company merchandise
- Access to Sponsor discounted pricing

“Through Membership you are not only supporting the Association, you are helping the domestic lawn care industry establish a credible presence within our commercial sector.”

* Payments to the Association are managed by GoCardless.



* Subscriptions due monthly (or annually) on January on the 10th

* Conference rebate applies to full calendar year membership

Code of Practice

Introductory notes:

- The committee of The United Kingdom Lawn Care Association (UKLCA) has approved this Code of Practice, after consultation with its membership and other stakeholders within the Lawn Care industry. Together with the Associations constitution this code underpins UKLCA’s commitment to promoting the highest standards in the Lawn Care industry
- This Code of Practice is not intended to be a step by step guide to Lawn Care, but purely to set down what good practice should be in some of the key areas of the business. Specific processes, obligations or responsibilities may vary from firm to firm, as set out in their terms of business
- Where a written complaint is made against a member firm, any such complaint will be considered against the guidance contained in this Code of Practice, combined with the Associations constitution, plus any relevant statutory codes, applicable legislation, and taking account of lawful obligations and/or responsibilities set out in the pertinent Terms of Business. A member firm following these practices is therefore unlikely to be found to have acted without reasonable competence. It is however up to each member to decide how to proceed in any given set of circumstances. Where a member firm has not complied with this Code of Practice, or statutory or contractual obligations, it would be expected to justify such departures in the light of a complaint

Aims of this Code of Practice:

1. To help ensure that clients, customers and staff of Member Firms are aware of the expectations and standards of service that UKLCA Member Firms strive to provide.
2. To help maintain and enhance the reputation, standing and good name of UKLCA and its membership by protecting the public against, misrepresentation, and mal practice in the lawn care industry.

SECTION A General

1. This Code of Practice (as amended from time to time) applies to members of the UK Lawn Care Association, and their staff.
2. Member firms must take reasonable steps to ensure that their staff are conversant with all aspects of this Code of Practice, and the Associations Constitution.
3. Neither this code nor the associations constitution are intended to affect contractual relationships lawfully and freely negotiated and agreed in the ordinary course of business between Member Firms and their clients, other third parties insofar as such arrangements do not breach either the Law or this Code.
4. A member Firm should offer equality of professional service to any person and must not discriminate regardless of race, creed, sex, sexual orientation, disability or nationality. A member must not knowingly be a party to discrimination by others in the performance or provision of services.
5. A member firm must always act both in the interests of the client and the law. A Member must offer advice considered suitable in the circumstances to meet the client's requirements. Where the law and the clients requirements conflict the law must prevail.
6. A member firm must not act or behave in any way or manner that knowingly involves dishonesty or deceit.
7. Members, who make their personal views on matters relating to Lawn Care in a public way, must not claim, or give the impression, that they are representing the Association unless they have prior approval to do so from the Association.
8. A member firm or a duly authorised representative, must assist the Association in its enquiries into any alleged breach of this Code or the Associations Constitution.

Section B Data Protection

1. A member firm must abide by the Data Protection Act 1998.
2. A member firm must be aware of the obligations relating to the obtaining, recording, holding or disclosing personal data and have suitable systems and controls to comply with the eight general principals of the act.
3. A member firm must not release confidential or sensitive personal information to unconnected third parties without permission or unless legally required to do so.

Section C Market Appraisal.

1. Where a member firm is requested to advise on lawn condition and other related matters they must provide expert and professional guidance on the appropriate remedy and ongoing treatments that are required to create and maintain a lawn which meets the clients requirements. A member must never misrepresent the service and always make clear the time span that will be required to fulfil the client's expectations.
2. The member will always make the client aware of costs to providing the service along with any additional costs plus VAT if appropriate. The Association recommends these are confirmed in writing.
3. A member firm must advise on the need to comply with health and safety regulations and the need for staff having appropriate qualifications for applying fertilisers and pesticides (herbicides, fungicides, insecticides). Members should indicate if any material they intend to use could be harmful to animals and birds, and always use licensed pesticides in accordance with label instructions.

Section D Terms of Business

1. The member firm is encouraged to provide written terms of business to a client setting out the different types of service available and all relevant charges before the client is committed, or has incurred any liability.
2. The Terms of Business when used by a member firm must be clearly presented and written in plain English.
3. A member firm should make it clear how the firm or the client may terminate the contract (written or verbal).

Section E Complaints handling

1. As required in the Associations Constitution a member firm must have an in-house complaints procedure (appropriate to the member firms size and structure) so that any person wishing to make a complaint can be made aware by the firm of the procedure it adopts for resolving a complaint.
2. In the event the member Firm fails to meet the expectations of a client's complaint the client may escalate the complaint in writing to the Association, so long as the client has exhausted the member Firms complaint process first. No complaint will be considered by the Association if the Client has not complained to the member firm first. In that event if the Association receives a written complaint about a member the Association will:-
 - a) Write to the complainant advising that the association is investigating the complaint and indicating an anticipated time scale within which it expects to resolve the issue. If the time scale is to be exceeded the Association must keep the complainant advised of any extensions to this time scale.
 - b) The association will write to the member firm with a copy of the written complaint requesting a response within a time scale, and for the member to forward any relevant information and correspondence with the client, a copy of the contract with the client (if any) and a copy of their terms of business.
 - c) The association will decide what the appropriate response should be having considered all the facts available to them. However the association may ask the complainant to answer further questions or provide evidence that may be appropriate, following the information from the member.
 - d) Once all the relevant information is gathered the Association, with the agreement of the Chairman suggest a suitable resolution to the complaint. This may involve a rebuttal of the client's complaint, an acceptance in full of the client's complaint or a compromise solution.
 - e) If a financial settlement one way or the other is proposed, then the Complainant or the member Firm should take action on the Associations recommendations. If one or the other party do not fulfil the Associations recommendations the adjudication made by the Association may be used by either party in court as evidence.
 - f) The Association has no powers to compel a member to make a member settle a financial matter. However the Association will record the outcome of the complaint against the member's firm's records. If a member firm has numerous complaints (having regard to the size of the firm and number of clients) then the Association if it thinks fit may remove the member firm from membership.

Dated:1st December 2016.....