

Terms and Conditions for Garden Design, Landscaping and Associated Works

Landscapes of Distinction

DEFINITIONS

'The Client', 'You', 'Your' shall mean the person, firm or company who requests design and/or landscaping and/or associated works from Landscapes of Distinction or Landscapes of Distinction Ltd. The Client shall be responsible for all payments to the Contractor unless otherwise notified in writing prior to commencement.

'The Contractor', 'I', 'We' shall mean K. Parish, Landscapes of Distinction, Landscapes of Distinction Ltd, and approved sub-contractors as instructed by the Project Manager to which these terms and conditions apply. The Contractor will be responsible to the Client for works as described in the specification attached.

'Project Manager', 'I', 'We' means Ms Kim Parish, Director of Landscapes of Distinction, who shall oversee all aspects of the Works.

Quotation means the written estimate provided by the contractor for completion of the design and/or landscaping works.

Site means the location where the works are to be performed by the Contractor.

Specification means the documents including detailed plans and/or drawings describing the works provided by the Contractor. These include but are not limited to: Design Brief; Landscape Design; Planting Plan.

Works means the design and/or landscaping work to be carried out by the Contractor or a Contractor appointed Sub-contractor, in accordance with the Specification.

Nothing in these Terms and Conditions shall affect the Client's Statutory Rights as a consumer.

1. INITIAL CONSULTATION

After enquiry from the Client, the designer will provide an initial consultation at the Site. This meeting enables You to discuss your ideas, requirements and expectations for your project. I will make comprehensive notes that will form the basis of the Quotation and Specification documents. There is no charge for the Initial Consultation.

2. DESIGN FEES & PAYMENT SCHEDULES

After the Initial Consultation the Contractor will provide a Design Quotation for our design services, costs and payment schedule. Quotations will remain open for acceptance for 21 days.

The Design Quotation is based on the Contractor's best assessment of the time it will take to carry out the design services requested. If I find it will take more hours than estimated to complete the design services these hours will be chargeable to the Client but will not be worked nor charged for without consulting you first and receiving your agreement to proceed.

Fees described in the Design Quotation may be charged at an hourly rate (£55 per hour) or a fixed amount as specified.

We will require written confirmation (email or postal letter) that you accept the Design Quotation and these Terms and Conditions before we proceed with any design services.

3. DESIGN PROCESS

An accurate scale survey of the Site is required to produce the design. Small, straightforward gardens can be surveyed by the Designer and one other. For larger or more complex gardens, a specialist land surveyor may be required which We can arrange or make a recommendation of a service provider if the Client prefers.

If the Client directly instructs a surveyor, the contract between the two parties, including fees and payment terms will be entirely separate to Your contract with Landscapes of Distinction.

A Design Brief document will be created outlining the Client's requirements as discussed at the Initial Meeting. This document forms the basis of the Design documents. The Design Brief will be sent to the Client for approval. Any required additions or amendments can be made by the Client on this document before signing and returning to the Contractor.

The Landscape Design will be produced according to the information contained within the design brief and site survey. Upon completion this will be presented to the Client for approval. Should the client require any further additions or amendments these will be charged at an hourly rate (£55 per hour) or a fixed amount as specified.

A Planting Plan specifies the variety, number and location of plants to be used within the Landscape Design. Plants are selected for their form, function and suitability for the Site. The Contractor will produce a planting plan at the request of the Client. The Contractor accepts no responsibility for the viability of any plants requested by the Client that are unsuitable for the Site conditions.

Additional site visits and virtual meetings at the Client's request will be charged at an hourly rate, plus travel (charged at 45p per mile).

4. CONTRACT SUM

The Contractor will, upon written instruction from the Client, produce a Landscape Quotation for the construction of the design to be carried out by the Contractor or a Contractor appointed Sub-contractor, using the materials agreed by the Client, in accordance with the landscape design and planting plan documents.

The Landscape Quotation shall remain open for acceptance for 21 days. If the Landscape Quotation is not accepted by the Client in writing within this period, the Quotation will lapse and be deemed to have been withdrawn.

If the Client accepts the Landscape Quotation in writing within the 21 day period the price contained therein shall become the Contract Sum.

5. CONSTRUCTION

The Client shall provide access to the Site at all times, and water and electricity at no charge to the Contractor during working progress. Use of welfare facilities is to be agreed before Works commence.

Materials delivered to the Site become the responsibility of the Client, and the Contractor accepts no responsibility for loss, damage or expense after delivery of the materials to site for any reason. Unfixed materials and goods delivered, placed on or adjacent to the Site and intended for use in connection with the Works shall remain the property of the Contractor until the value of such materials and goods have been included in any interim or final payment and the amount has been discharged whereupon such materials and goods shall become the property of the Client.

The Contractor and/or Sub-contractor shall carry out and complete the Landscape Works described in the Specification documents using reasonable care and skill, and in a proper and workmanlike manner. They shall have no obligation to execute any additional work unless otherwise agreed in writing between the parties.

Any additional work or alterations required by the Client beyond those outlined in the Specification must be requested in writing to the Project Manager and will be subject to separate payment and be charged as required.

Site personnel have no authority to alter the contract in any way. Additional work or alterations agreed with any site personnel other than the Project Manager or carried out without the knowledge and approval of the Project Manager, except in an emergency, may result in the termination of Works by the Contractor. All emergency works must be reported to the Project Manager at the earliest opportunity.

Should the termination of Works take place the Client remains liable for any costs (including, but not limited to, labour and materials) incurred by the Contractor up to and including the date of termination.

The Contractor and/or Sub-contractor cannot be held responsible for any damage to, or costs relating to any underground hazards, obstructions or services not made known in writing prior to the commencement of the Landscape Design. Should any underlying rock or building rubble be found after Quotation, the Contractor reserves the right to charge as required for the additional works to remove and dispose of this following consultation with the Client.

The Contractor undertakes to use all reasonable endeavours to complete the works within a reasonable time. The Contractor shall incur no liability however for any delays or non-performance arising from force majeure, adverse weather conditions, strikes, lock-outs, war or other hostilities or any active event beyond our reasonable control.

The Contractor is not able to accept responsibility following practical completion for any damage caused by adverse weather, animals or any other physical action beyond our reasonable control.

The Client remains responsible at all times for any matters regarding Licences, Permits, Planning Permission or similar Legal requirements.

The Contractor shall hold and maintain in force all such Insurance cover as may be required including Public Liability, Employers Liability and Indemnity Cover.

6. RIGHT TO CANCEL

If this contract is made at a location that is not the usual place of business of the Company, you may have rights to cancel the same under the Consumer Contracts etc. Regulations 2013. Provided you have been supplied with a notice as prescribed by such Regulations, such right to cancel will expire 14 days after receipt of the said notice. This is referred to hereafter as the 'cooling off period'.

If Works are agreed to commence before the 14 day cooling off period expires the cooling off period becomes void. No Works will be undertaken until after the 14 day cooling off period expires unless the Client provides written confirmation of their agreement to waive their right to cancel.

If the Client wishes to terminate the contract after Works have commenced and before the completion of the Works You must do so in writing directly to the Project Manager. Works will cease immediately upon this instruction and all site personnel, tools and materials not installed shall be removed from Site. The Client shall be liable for all costs (including, but not limited to, labour and materials) incurred by the Contractor up to and including the date of termination. The Contractor shall be under no obligation to complete the Works as set out in the Specification.

7. PAYMENT

The Contractor shall be entitled to receive payments against works completed/materials at the intervals stated in the Quotation. All invoices are payable within 3 days of the date of issue. A final payment is to be made following practical completion and payable within 3 days of invoice, otherwise subject to a 3% interest per month thereafter until paid.

The Contractor shall be entitled to suspend or terminate Works immediately if the Client fails to pay any sum due in accordance with the payment terms, or is in breach of these terms, or becomes bankrupt. In such cases, the Contractor shall be entitled to payment for all works carried out and all goods supplied at the date of termination or suspension of the contract and retain any deposit or interim payments made towards this. Any materials on site that are not fixed remain the property of the Contractor and may be removed from site by the Contractor or their agents.

8. MAINTENANCE AFTER COMPLETION

The Contractor undertakes to execute the basic requirements for the initial establishment of planting and grass areas, but, following the practical completion of the contract, the responsibility for proper maintenance of the site passes to the Client.

Guidance on maintenance operations will be supplied by the Contractor upon request. The Contractor may charge for this service and the amount will be added to the final invoice.

9. PLANTS & PLANTING

The Contractor guarantees that all plants and trees sourced and/or supplied by us will be inherently healthy and planted according to standard horticultural practices.

The Contractor cannot be held responsible for any plant or tree failure as a result of adverse weather, malicious or animal damage, vandalism, neglect and/or maintenance failure by the Client, pest and/or disease damage.

In the rare occurrence of multiple plant failure (of a single variety from a single supplier) not resulting from any of the factors laid out above, replacements of the same or similar variety may be offered at the discretion of the Contractor. Removal of the original plants and replanting of the new plants will take place at no additional cost to the Client. At no time will the Contractor be responsible for more than the value of the original plants.

Plants and/or trees that are supplied by the Client will remain the sole responsibility of the Client and are covered by these terms.

In circumstances of plant non-availability, substitutes may be used at the discretion of the Contractor. All substitutes will be similar in colour and/or form and/or maintenance requirements to achieve the overall aesthetic as laid out in the Specification. The Contractor will liaise with the Client on any changes where possible. If substitute plants are more expensive than the plants detailed in the Specification, then the Client shall be liable to cover this cost. Any difference in the cost of substitute plant(s) will be reflected in the interim or final invoice.

We will do our best to plant as laid out in the design Specification, however if planting is attempted and deemed not possible due to, including but not limited to, underground obstructions, inappropriate planting conditions or roots, we will discuss this with the Client.

10. QUALITY OF ALL WORKMANSHIP

Will be in accordance with recognised constructional and horticultural practice and that materials supplied will be suitable for their intended use. Where normal ground conditions prevail, the contractor warrants a 12 month defects period from the date of practical completion for any workmanship found to be defective due to any cause other than neglect, damage (caused by wilful and/or accidental means or as a result of natural conditions i.e. weather) or theft. The Contractor is unable to offer guarantees for products supplied outside its own manufacture. Unless otherwise stated, timber supplied will be pressure treated. It should be noted that timber products can be prone to some natural movement in extreme weather conditions for which the Contractor can accept no liability.

The value of any claim made against this Contract shall be limited to the value of the agreed works and values contained and described within the Quotation.

This Contract and Terms and Conditions are governed by the Law of England.

It is important that the Client reads and understands the Terms and Conditions that apply to the Contract prior to signing.

I (print name)

Of (site address)

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have read and understood the Terms and Conditions as set out by Landscapes of Distinction.

I understand that by signing below I agree to the Terms and Conditions as set out by Landscapes of Distinction.

Signed

Date