



TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated in all agreements between Groundworks Landscaping LTD (“Groundworks”) and its Customers (the person/s named as “the Customer” in the quotation and/or Invoice). These terms and conditions represent the entire agreement between the parties in relation to the service provided and supersedes all previous written or oral communication.

In the event of any inconsistency between these Terms and Conditions and further Conditions stated in the Quotation and/or Invoice, the further Conditions shall take precedence.

1. SCOPE OF THE AGREEMENT for GOODS AND SERVICES

Groundworks Landscaping Ltd undertakes to carry out the agreed landscaping works as set out in written quote supplied to the customer; and the Customer undertakes to accept the services of Groundworks and pay for the agreed works.

All work undertaken will be discussed and agreed prior to the start date and all work will be completed from either the original design by Groundworks or by following a landscape design plan as provided by a designer or other party, unless otherwise agreed.

2. LANDSCAPER RESPONSIBILITIES: Groundworks agrees that it shall perform the landscaping services as described in the Quote provided to the customer, this includes;

- a. Completing the project in a professional and timely manner.
- b. Oversight of the materials to be purchased to perform the Landscaping Services.
- c. Clean the Property and remove all debris after performing the Landscaping Services.
- d. Keeping the client informed of any delays or variances in the materials or work to be carried out.

3. THE PROPERTY

In relation to the location/site at which Groundworks will carry out the agreed works; the customer/client warrants and represents that the client either owns the Property or holds the authority to engage the Landscaper for the Services requested on the Property.

3. CUSTOMER RESPONSIBILITIES: The Customer shall be responsible for the following to ensure the Landscape Services are sufficiently performed:

- a. Accurately apprise Groundworks as to the property lines of the Property to ensure the Landscaper does not encroach on any third party’s property.
- b. Accurately apprise Groundworks as to any subsurface utility and service lines including (but not limited to) electrical, telephone, and gas lines. Damage to any underground services such as pipes or cables shall be the responsibility of the property owner unless the exact location of such services is supplied to Groundworks.
- c. The Customer shall provide access to the site during normal working hours for the purpose of Groundworks carrying out the agreed works, allow storage space for materials during the contract progress and that (except where agreed otherwise) the Site will be cleared of all debris prior to commencement of the agreed works.
- d. The Customer shall ensure that, if other parties are to be allowed access to the Site during the term of this agreement, this shall be by agreement with Groundworks Landscaping and the Customer shall ensure that such other contractors are co-ordinated to allow unimpeded access to the Site or completion of works by Groundworks.
- e. The customer shall provide water and electricity, if needed, at no charge to Groundworks.

f. Groundworks will not take responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to Groundworks in writing or apparent on visual inspection. This must be advised or visually brought to any staff or contractor on site/s attention on the first visit or duration of the visit.

g. It is important and the sole responsibility of the customer to ensure Groundworks are made aware of any special/statutory bylaws/conditions/permissions that may be involved.

h. Groundworks accept no responsibility for works that have been carried out on land that is not under the ownership of the customer and it is assumed that all planning laws or regulations have been applied before the commencement of any works.

4. SERVICES

a. Groundworks will carry out best practices when planting new plants and will give a three month guarantee and care guide, but are not able to accept responsibility for the well-being and maintenance of living plant material, including turf, following practical substantial completion. Maintenance is not included in the contract it is the responsibility of the homeowner to ensure these plants are maintained for healthy growth.

b. If necessary, Groundworks reserve the right to substitute any plant with another of equal value and growth/habitat/colour in accordance with the specification.

c. While the contractor will carry out best practice methods in relocating trees, Groundworks cannot guarantee the survival of the relocated tree/trees and will not be liable for any financial reimbursement for the cost of the relocation or for the loss of the tree/trees or for any other loss.

d. After practical substantial completion, Groundworks cannot accept responsibility for any damage through the elements, including drought, winds, rain and frost to any plants or material(s).

e. While the contractor will carry out best practice methods in placing concrete, Groundworks cannot guarantee the concrete will not be disturbed due to factors out of their control, once the concrete has been placed it is the owner's responsibility to ensure that the concrete is not disturbed for the time stated by the contractor. The Contractor cannot guarantee the colour match of concrete that may be adjacent and / or laid on different days. Concrete can move, which may cause cracking, regardless of expansion cuts, or mesh in the slab, this is out of our control, and Groundworks are not responsible to replace any concrete due to this factor. Any jobs older than 12months old, are non-negotiable due to these reasons.

f. While the contractor will carry out best practice methods in ground preparation, levelling of topsoil and seeding grass, Groundworks cannot guarantee the survival of the grass seed and that the topsoil will remain level in the advent of any acts of nature (i.e. heavy rain), there may be an additional charge to rectify.

g. When laying pavers, colour variances are beyond our control. Pavers can change in colour due to weathering and outdoor environments. Groundworks will not be responsible for any discolouration / or mottling due to this factor.

h. Fence, gate and/or post installations are based on unobstructed ground. Unforeseen obstructions may incur extra charges.

i. Fence timber or any other timber work constructed by Groundworks, whether wet or dry has a shrinkage factor, and may warp or bow due to outside matters. This shrinkage is out of Groundworks control and therefore cannot be held accountable for replacing these materials.

j. Groundworks will not be responsible or liable for any structural considerations, the finish of features, or suitability of plants where an outside party has provided advice, drawings, or supervision, (e.g. landscape designer provides plan) unless agreed to in writing by Groundworks prior to the start of the project.

k. Severe weather conditions may cause time delays, but this will not affect the original, agreed price.

l. Delays caused by other companies on site may cause work to be rescheduled and charges may be made in certain circumstances.

m. Any Acts of God that damage any service/product offered by Groundworks void any warranty offered by Groundworks due to the extreme nature of these events. Groundworks cannot be expected to repair/replace under warranty any service/product offered prior to the Act of God.

5. QUOTES

a. By either emailing acceptance of a quotation, paying the requested deposit of a quotation or by verbal instruction to proceed with a quotation the customer confirms that you are contracting Groundworks Landscaping Limited to undertake the services described in this quotation on the terms and conditions set out in this agreement.

b. Groundworks reserves the right to withdraw a quotation before it is accepted. If this quotation has not been accepted, it may lapse without notice 30 days after it is given.

c. Prices quoted will include GST payable by the customer which is then passed on to the IRD. If the Quote total price excludes GST, this must be paid by the customer at the rate of 15% on the total due.

d. Any addition or amendments to the services described, and the price provided in the quote, must be discussed between Groundworks and the Customer. Any changes must be made in writing and agreed on by both parties.

e. The quoted price for work includes all materials and labour specified as part of the original design supplied by Groundworks (or other parties as agreed prior to the commencement date), and is as accurate as possible but is an estimate only. Certain aspects of the quote cannot be exact for various reasons e.g. unforeseen obstacles in excavation/clearing of the site, price increase of materials, dump fee changes, difficult access.

6. PAYMENT

a. It is a condition on acceptance of the quote that Groundworks receives a 35% deposit of the total cost on commencement of the project, with the balance due on completion. On large projects a part payment of the balance due may be required to cover the cost of materials, if relevant this will be specified in the Quote.

b. All services are carried out on a cash basis unless otherwise agreed. Final Payment is due on completion of the job within 5 working days at the latest and can be made by bank deposit or bank transfer. 20th of the Month accounts, invoice payment is required on or before the 20th of the Month after the invoice date.

c. Groundworks understand and will exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed credit terms.

d. If payment has not been received in full after 90 days of the completion of the project, Groundworks reserves the right to enforce the Reservation of Title clause.

e. Reservation of title: All materials, hard and soft landscapes including plants supplied by Groundworks, and materials incorporated into the agreed works, remain the property of Groundworks until payment is received in full. Groundworks shall be entitled to unrestricted access to the Site to dismantle and remove all agreed works and materials if payment is not made in accordance with this agreement.

7. DEFAULT AND TERMINATION

a. Groundworks may either terminate this agreement forthwith, or forthwith suspend the carrying out of the agreed works until further notice, if the Customer fails to make any payment due to Groundworks Landscaping under this agreement by the due date.

b. If this agreement shall have been terminated or agreed works have been suspended pursuant to clause 6, the Customer shall reimburse Groundworks all direct costs and expenses incurred because of such termination or suspension.