

WALDOCK LANDSCAPES

Terms and Conditions

1. Definitions

1.1 "The Company" refers to Waldock Landscapes and any employees, subcontractors or representatives acting on behalf of the Company.

1.2 "The Client" refers to the individual, partnership, company or organisation requesting and accepting the quotation or services.

1.3 "The Works" refers to all landscaping, construction, groundwork, paving, fencing, decking, turfing, planting, drainage, excavation, garden maintenance and associated services supplied by the Company.

1.4 "Quotation" means the written estimate or proposal issued by the Company outlining the proposed works and associated costs.

2. Formation of Contract

2.1 Acceptance of a quotation, payment of a deposit or instruction to commence works shall constitute acceptance of these Terms and Conditions.

2.2 Any amendments or variations to the agreed works must be confirmed in writing by the Company before commencement.

2.3 These Terms and Conditions shall form the entire agreement between the Company and the Client unless otherwise agreed in writing.

2.4 The Company reserves the right to refuse additional works not included within the original quotation.

3. Quotations & Pricing

3.1 Quotations remain valid for 30 days unless otherwise stated in writing.

3.2 All quotations are based on information available at the time of site inspection and may be subject to amendment where hidden conditions are discovered.

3.3 The Company reserves the right to amend pricing where unforeseen circumstances arise including but not limited to underground obstructions, hidden concrete, tree roots, drainage complications, contaminated soil or restricted access.

3.4 Any additional works requested by the Client outside of the original quotation shall be charged as extras.

3.5 The Company cannot be held responsible for price increases from suppliers occurring after quotation acceptance.

3.6 VAT shall be added where applicable.

4. Deposits & Payments

4.1 A 40% deposit is payable no later than 7 days prior to the commencement of works.

4.2 Deposits secure labour, booking dates and materials required for the project.

4.3 The remaining balance is due immediately upon completion of the Works unless otherwise agreed in writing.

4.4 The Company reserves the right to suspend works where payments are overdue.

4.5 Late payments may incur interest charges and recovery costs in accordance with applicable legislation.

4.6 All materials supplied remain the property of the Company until paid for in full.

4.7 The Client shall not withhold payment due to minor defects or snagging items.

5. Client Responsibilities

5.1 The Client is responsible for ensuring safe and adequate access to the site throughout the duration of works.

5.2 The Client must inform the Company of any underground services, drainage systems, irrigation, cables or hidden hazards before work commences.

5.3 The Company shall not be liable for damage caused by undisclosed underground services or hidden site conditions.

5.4 The Client is responsible for obtaining any permissions, licences, planning approval or neighbour agreements unless specifically agreed otherwise in writing.

5.5 The Client shall ensure pets and children are kept away from active working areas for health and safety purposes.

6. Materials & Natural Products

6.1 Materials are subject to availability from third-party suppliers.

6.2 Natural products including timber, stone and paving may vary in colour, texture, pattern and appearance.

6.3 Timber is a natural material and may naturally crack, split, twist, shrink or warp over time.

6.4 Efflorescence, weathering, natural staining and colour variation are naturally occurring and shall not be considered defects.

6.5 The Company cannot guarantee exact colour matching between different batches of natural products.

6.6 The Company accepts no liability for manufacturing defects outside its control.

7. Delays & Programme of Works

7.1 Landscaping and construction works are weather dependent and completion dates may vary accordingly.

7.2 The Company shall not be held liable for delays caused by weather, supplier delays, access restrictions, utility issues, sickness, force majeure or circumstances beyond reasonable control.

7.3 Any delays caused by the Client, including failure to make payments or provide access, may result in revised completion dates.

7.4 The Company reserves the right to adjust work schedules where necessary.

8. Additional Works & Variations

8.1 Any work outside the original quotation shall be treated as additional works and charged accordingly.

8.2 Variations requested after commencement may affect project duration and pricing.

8.3 Any unforeseen work identified during excavation or construction shall be discussed with the Client before proceeding where reasonably possible.

8.4 Where urgent remedial works are required for safety or structural reasons, the Company reserves the right to proceed without delay.

9. Workmanship Warranty

9.1 Waldock Landscapes provides an 18-month workmanship warranty from the date of practical completion.

9.2 The warranty covers defects directly arising from faulty workmanship carried out by the Company.

9.3 Certain materials and products supplied may carry their own manufacturer warranties which shall be passed to the Client where applicable.

9.4 Natural materials and living products including turf, plants, shrubs, trees, natural stone, timber and paving slabs are not covered under warranty due to natural variations and conditions beyond the Company's control.

9.5 The warranty does not cover damage caused by misuse, neglect, accidental damage, flooding, frost, subsidence, ground movement, poor maintenance or third-party alterations.

9.6 The warranty shall become void if full payment has not been received.

9.7 The Company reserves the right to inspect and rectify any valid warranty issue itself before third parties are instructed.

9.8 The Company shall not be liable for colour changes, weathering or natural movement of materials

following completion.

9.9 Lawns and turf are living products and therefore no guarantee is offered due to variations in weather, soil, watering and maintenance conditions.

10. Health & Safety

10.1 The Company shall carry out works in accordance with relevant health and safety requirements.

10.2 Clients and visitors must avoid entering active work areas unless authorised by site staff.

10.3 The Company reserves the right to pause works where unsafe site conditions exist.

10.4 Temporary fencing, barriers and protection may be required and charged separately where necessary.

11. Completion of Works

11.1 The Company shall remove general construction waste generated by the Works unless otherwise agreed.

11.2 The site shall be left in a reasonably tidy condition upon completion.

11.3 Minor settlement, drying, shrinkage and movement are considered normal within landscaping and construction works.

11.4 Any snagging issues must be reported within a reasonable timeframe following completion.

12. Cancellation

12.1 Deposits for specially ordered materials are non-refundable once orders have been placed.

12.2 If works are cancelled after commencement, the Client shall pay for all labour, materials and completed works up to the cancellation date.

12.3 The Company reserves the right to recover any losses or costs incurred due to cancellation or delays caused by the Client.

13. Photography & Marketing

13.1 The Company reserves the right to photograph works before, during and after completion for portfolio, website and social media purposes unless otherwise agreed in writing.

13.2 All photographs remain the property of the Company.

14. General

14.1 These Terms and Conditions are governed by the laws of England and Wales.

14.2 If any clause is deemed unenforceable, the remaining clauses shall remain valid.

14.3 The Company reserves the right to amend these Terms and Conditions where necessary.

14.4 No waiver of rights shall arise from any failure or delay by the Company in enforcing these Terms.

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