



Terms and Conditions – Garden Management Services

1. All work undertaken will be discussed and agreed prior to the start date and all work will be completed by Mary Mary Creates Gardens Ltd and their preferred sub-contractors unless otherwise agreed.
2. Mary Mary Creates Gardens Ltd have completed a COVID-19 Risk Assessment to ensure procedures are in place in line with government guidelines to keep our clients, team and wider community safe. When entering a client's house either to access the garden or use the facilities face coverings are worn and any surfaces touched are wiped down using antibacterial wipes. In the event that any client does not wish for their house to be entered for any reason, alternative arrangements will be put in place. Any additional cost incurred to be agreed before commencement of any works.
3. The estimate/original price for work includes all labour. Green waste disposal if required must be agreed separately.
4. Any addition and/or alterations to the contract shall be properly treated as variations and subject to written instructions and additional payments may be required to cover the agreed changes.
5. The client shall provide water and electricity, if needed, at no charge to Mary Mary Creates Gardens Ltd. The client shall provide access to site and dry storage space for materials when appropriate during the works progress and during Mary Mary Creates Gardens Ltd working hours. Our working hours are typically 8:30am-4:30pm, however specific hours and times will be agreed before commencement of works.
6. Mary Mary Creates Gardens Ltd is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to us in writing or apparent on visual inspection.



7. It is very important and the sole responsibility of the client to ensure we are made aware of any special/statutory bylaws/conditions/permissions that may be involved.
8. Severe weather conditions, including drought, may cause the delay of visits but this will not affect the original, agreed price.
9. In the event of severe weather conditions, the Mary Mary team will assess the feasibility of continuing works and inform the client of the decision. If Mary Mary deem it unfeasible to work, the client will only be charged for hours worked, if any.
10. Any changes to visit dates or cancellations made by the client within 72 hours of a scheduled visit will be charged at the full slot fee.
11. The removal of dog excrement or large amounts of litter from the site is the responsibility of the client.
12. The responsibility for the care and watering of all plants, lawns, etc., remains that of the client between our regular scheduled visits. Please note that new planting especially will require regular attention until established. Guidance Notes are available on our website.
13. Mary Mary Creates Gardens Ltd will send an invoice to the client after each visit.
14. The client will be responsible for all payments to Mary Mary Creates Gardens Ltd.
15. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
16. Payment terms are 7 days from date of invoice. Payment methods are cash or by BACS (Internet bank transfer)
17. In the case of large grounds and gardens, a regular maintenance program will be agreed for the year.
18. Mary Mary Creates Gardens Ltd are registered as upper tier waste carriers. Our registration number is CBDU67465.
19. The term waste removal refers only to waste produced by Mary Mary Creates Gardens Ltd. Where possible we encourage customers to have compost areas



Mary Mary Creates Gardens Ltd

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and/or green bins. In the case of large amounts of waste being generated, the removal of such and the cost will be agreed separately.

20. Errors and omissions excepted