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## Terms and Conditions – Landscaping Projects

1. All work undertaken will be discussed and agreed prior to the start date and all work will be completed from the original design by Mary Mary Creates Gardens Ltd unless otherwise agreed.  
The estimate/original price for work includes all materials and labour where stated from original design. Waste disposal must be agreed at the outset and as a separate cost.
2. The contract is deemed to be in place once we have received written agreement to proceed and acceptance of these Terms and Conditions.
3. 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 at all times during the works progress and during Mary Mary Creates Gardens Ltd working hours. Our working hours are typically 8:30am-4:30pm  
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.
4. The removal of dog excrement or large amounts of litter from the site is the responsibility of the client before Mary Mary Creates Gardens Ltd commences work on site.
5. The client will be responsible for all payments to Mary Mary Creates Gardens Ltd, unless otherwise notified in writing prior to commencement.
6. 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.



## Deposits

7. We provide our first consultation free and will provide a project synopsis and quotes by email from measurements and plans. If a further site visit is needed or requested we charge £75 +VAT per visit. This will be deducted from the final invoice when you go ahead with the work.
8. We charge a fee for layout design and research which is dependent on the scale of the project and starts at £295 +VAT.
9. Detailed layouts and a suggested plant list are prepared and presented in person. Generally, but not always, this will take place within 8 weeks of the site survey being carried out.
10. If the project total cost is over £2000 we require a 25% non-refundable deposit on receipt of your confirmation to go ahead with the project. This payment will be used to purchase material necessary for the construction of the work or will be used to secure the date.
11. If the final contract value is in excess of £10000, stage payments will be requested.

## Final Payment

12. A final payment of the balance to be made within 7 days of receipt of the final invoice.
13. In the event of late payment of the final invoice, we reserve the right to claim interest and compensation for any debt recovery costs incurred. Payment method is by BACS (Internet bank transfer)  
The work is substantially complete when all items described in this contract have been constructed, installed or disposed of (if this is agreed in the estimate)
14. Substantial completion shall not include adjustment, repair, replacement or cleaning of any item so constructed or installed after final inspection. Requests for adjustment, repair, replacement or cleaning of any constructed or installed item shall not be the cause for delay of final payment, but rather shall be considered warranty items.



## Alterations or Changes

15. Any addition and/or alterations to the schedule/project shall be properly treated as variations and subject to written instructions and additional payments may be required to cover the agreed changes. The client agrees that necessary extra purchases of a total up to £50 can be made without verbal or written consent, anything greater than £50 will be discussed with the client before purchase.
16. If the client adds extra work to the planned landscape garden, then this will be chargeable and written agreement either by email or by completing a work variance form. If the measurements given for the garden, by the client, are incorrect, then again any extra labour and materials will be noted and charged to the client.
17. All, or any special conditions, of which Mary Mary Creates Gardens Ltd has been informed are noted in the quotation.
18. We are not able to accept responsibility for the well-being and maintenance of living plant material, including turf, following practical substantial completion. If necessary we reserve the right to substitute any plant with another of equal value and growth/habitat/colour in accordance with the specification. In regards to any landscaping work that involves digging - such as patios, artificial grass, drives or any other digging, nearby to trees, shrubs, flowers, plants etc we cannot be held responsible if roots are in the way and need to be cut to complete the work.  
  
After completion, we are not able to accept responsibility for any damage through the elements, including drought, winds, rain and frost to any material(s) including plants.
19. Upon practical substantial completion the responsibility for the care and watering of all plants, lawns, etc., is handed over to the client and will require regular attention until established. Great care is taken to remove all weeds/roots from the site when being prepared, Mary Mary Creates Gardens Ltd cannot accept responsibility for subsequent weed growth on completion of the project.



20. 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.
21. We accept no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws or regulations have been applied before commencement of any works.
22. Severe weather conditions, including drought, may cause the delay of the start date of the contract. This will not affect the original, agreed price.
23. Delays caused by other companies on site may cause work to be rescheduled and charges may be made in certain circumstances.
24. All materials surplus to the contract will remain the property of the contractor and will be removed from site upon completion.
25. We will be entitled to suspend performance of, or terminate the contract if the client fails to pay any sum due to us, in accordance with the payment terms, or is in breach of these terms, or becomes bankrupt, in which case we shall be entitled to payment for all the work carried out and for all goods supplied to the date of the termination or suspension of the contract, and to retain any deposit or interim payment made towards this.
26. Maintenance is not included in one off contracts unless specified. Please let us know if you would like a separate quote for regular maintenance.
27. We shall not be liable for any defects arising from the clients own actions or lack of care, including without limitation, inadequate watering, deliberate damage, removal or other abuse or damage caused by the client.
28. Cancellation of work received within 5 working days of scheduled start of work will be subject to a charge of 25% of the quoted price. If the original price included a materials payment, this amount will be non-refundable as materials would have already been purchased.
29. If you accept the proposal we reserve the right to use photographs of the garden (before, during and after construction) in promotional material. Such promotional



# Mary Mary Creates Gardens Ltd

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material will not include any personal information or compromise our clients' security or privacy.

30. Errors and omissions excepted.