

## **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.

## **Client's Responsibilities**

3. The client shall ensure that any litter or objects on site, that are destined for disposal, are removed prior to Mary Mary Creates Gardens Ltd commencing work.
4. The client shall ensure that any pet faeces and animal playthings are removed from the site before Mary Mary Creates Gardens Ltd commences work on site. This shall be maintained by the client throughout the duration of the installation.
5. The client shall ensure that the whole working area is clear of children's toys and play equipment, prior to work commencing, unless an arrangement for specific items to remain has been agreed with Mary Mary Creates Gardens Ltd beforehand.
6. The client shall ensure that any pets in hutches or runs are removed from the site prior to and throughout the installation.
7. The client shall make the team aware of any existing pipework or electrics prior to the work commencing. 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.
8. The client shall ensure that any items that may be a hindrance or hazard are removed from the working area, including any furnishings such as seating, dining sets and BBQs prior to the work commencing.
9. The client shall provide water and electricity, if needed, at no charge to Mary Mary Creates Gardens Ltd.

10. The client shall provide access to fresh drinking water for Mary Mary Creates Gardens Ltd staff at all times whilst on site.
11. The client shall provide access to the site during the works progress and during Mary Mary Creates Gardens Ltd working hours. Our working hours are typically Monday to Friday from 8.30am - 4.30pm.
12. The client shall provide a dry storage space for materials on site throughout the installation.
13. The client shall provide somewhere safe and dry for on-site staff of Mary Mary Creates Gardens Ltd to store personal belongings for the duration of the installation.
14. The client shall arrange any necessary parking permits for vehicles belonging to Mary Mary Creates Gardens Ltd prior to commencement of the work.
15. Mary Mary Creates Gardens Ltd will carry out a thorough risk assessment on their first day on site and, should there be any issues, you will be notified.
16. The client will be responsible for all payments to Mary Mary Creates Gardens Ltd, unless otherwise notified in writing prior to commencement.
17. Should it be necessary for the team to move any items from the working area, we take no responsibility for any damage or breakages that may occur.
18. Any time spent by the team addressing any tasks detailed above that are your responsibility may impact on the time allocated for the install and may in turn result in additional labour costs.

## **Deposits**

19. 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 requested, then we will charge £99 +VAT per person per hour.
20. We charge a fee for producing a concept design and layouts, which is dependent on the scale of the project and starts at £1250 +VAT.
21. Plant schemes are charged separately, the fee starts at £500 + VAT for up to 20sqm of planting space.

22. Please note, any amendments to any design layouts may attract a fee, starting at £75 + VAT and increasing relative to the amount of work involved. If you require a lighting plan, the fee starts at £195 + VAT.
23. If the project total cost is over £2000, we require a non-refundable 5% deposit on receipt of your confirmation in order to secure the slot.
24. If applicable, an additional 20% payment is required close to project commencement, which will be used to purchase any material and plants necessary for the installation of the work.
25. If the final contract value is more than £10,000, stage payments will be requested.

### **Final Payment**

26. A final payment of the balance to be made within 7 days of receipt of the final invoice.
27. 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)
28. 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**

29. Any addition and/or alterations to the agreed 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 £250 can be made without verbal or written consent, anything greater than £250 will be discussed with the client before purchase.
30. 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.

31. All, or any special conditions, of which Mary Mary Creates Gardens Ltd has been informed are noted in the quotation.

32. 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. Regarding any landscaping work that involves digging - such as patios, pathways, ponds 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.

33. 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.

34. 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.

35. 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.

36. Severe weather conditions, including drought, heavy rainfall and snow may cause the delay of the start date of the installation.

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

38. All materials surplus to the contract will remain the property of the contractor and will be removed from site upon completion.

39. 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.
40. Maintenance is not included in one-off contracts unless specified. Please let us know if you would like a separate quote for regular management and support in the establishment of the garden.
41. We shall not be liable for any defects arising from the client's own actions or lack of care, including without limitation, inadequate watering, deliberate damage, removal or other abuse or damage caused by the client.
42. 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.
43. 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 material will not include any personal information nor anything that will compromise the security and privacy of the Client.
44. Errors and omissions excepted.