

Standard Terms and Conditions of Business

1.0 DEFINITIONS

1.1 "Client" or "Customer" means the individual or organisation who buys or agrees to buy Goods or Services from the Contractor.

1.2 "Contractor" means and refers to the company 'Tim Wilkin – Garden & Pond Services' also known as TWG&P or any person or company subcontracted by the contractor as detailed in the Quotation.

1.3 "Contract" means the contract between the Contractor and the Client for the purchase of Goods and or Services comprising the Quotation and these Terms and Conditions.

1.4 "Goods" means the articles that the Client agrees to buy from the Contractor.

1.5 "Services" means the provision of design, installation, or maintenance services by the Contractor.

1.6 "Site" means the site where the Services will be performed.

1.6 "Terms and Conditions" means the terms and conditions set out herein.

1.7 "Quotation" means the Contractor's written quotation for the Contract of work to which these Terms and Conditions apply.

2.0 CONDITIONS

2.1 Where this Contract is entered into by a consumer, nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

2.2 No variation to this Contract shall be binding on the parties unless made in writing and signed on behalf of both parties.

3.0 QUOTATION, PRICE, PAYMENT & LATE PAYMENT

3.1 Unless otherwise stated in the quotation/specification of work or agreed in writing between the contractor and client, all quotations exclude any charge for materials or any product or service other than the contractor's fee for labour. Any price or charge for materials will be agreed in advance and added to an updated quotation or agreed and confirmed in writing prior to the submission of the contractor's invoice to the client.

3.2 Where applicable, discussed and agreed in advance, quotations totalling more than £500.00 the Client agrees to pay the Contractor a holding deposit equal to minimum 50% of the agreed quotation value, to be paid prior to the commencement of the project. The deposit payment will secure the contractor's services for the quoted project. Please note, initial deposits paid in advance are not refundable, unless the contractor cancels or is unable to fulfil the quoted service. Should the customer cancel all or part of the contractor's agreed service, there will be no refund of the pre-paid deposit.

3.3 Unless otherwise stated in the Quotation/specification of work or otherwise agreed between the client and contractor in writing, the Contractor will invoice the Client for work completed immediately after a specific quoted project is complete (in arrears). Payment shall be made immediately or in line with the specific payment terms as stated on the invoice, usually within 24hrs upon receipt.

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3.4 The Contractor reserves its right to charge the client a late payment penalty on all outstanding sums from the invoice due date. The late payment penalty, a flat fee of £12 will be issued immediately if payment is not received, within 48 hours of the invoice due date. The £12 late payment penalty will be added to the original invoice, emailed to the client and must be paid immediately. Where any payment is outstanding, without prejudice to such other rights and remedies as may be available, the Contractor shall not be obliged to provide any further Goods or Services whatsoever to the Client and shall be entitled to cancel the Contract with immediate effect, with no claim for refund on any payment already invoiced and paid to the contractor.

3.5 Quotations/specifications of work shall be open for acceptance during the period set out in the Quotation, usually 30 days. If after acceptance of the Quotation by the Client, the cost to the Contractor of carrying out the Contract work is increased by reason of increases in the cost of materials, labour, or any factor outside the control of the Contractor, the Contractor shall notify the Client of the price increase before undertaking any further work. If the Client does not accept the price increase, either party may terminate the Contract with immediate effect.

4.0 GENERAL CONDITIONS

The Contractor

4.1 The Contractor will carry out and complete the work detailed in the Contract/Specification of work/Quotation, in a good and professional manner.

4.2 The Contractor will carry out the work while soil and weather conditions are suitable for the relevant operations.

4.3 The Contractor will use only machinery and tools suitable for the Site conditions and the work to be carried out.

4.4 Unless otherwise agreed, all Goods will be delivered to the customer's address.

The Client

4.5 The Client shall notify the Contractor of any known hazards or obstructions on the Site prior to submission of a Quotation and prior to the commencement of Contract/Works. The contractor shall promptly notify the Client of the discovery of any obstructions or hazards during the work and advise on the implications of the discovery of such obstructions or hazards, if any.

4.6 The Client must provide electricity and water on the Site if required by the Contractor. The cost of providing electricity and water will be borne by the Client.

4.7 The Client will allow the Contractor access to the Site within the agreed working hours and throughout the agreed time.

4.8 If the Client provides on-site storage, they will ensure that the facility is safe and secure.

4.9 The site should be clear of domestic animal waste (faeces) prior to the contractor starting work.

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5.0 HEALTH AND SAFETY

5.1 The Contractor will take all reasonable steps to minimise environmental disturbance, nuisance, and pollution. Noise may however be unavoidable due to the operation of machinery.

5.2 Where applicable the Contractor will carry out a Site risk assessment and will ensure that all applicable health and safety regulations are met. The Contractor will plan for staff welfare facilities unless otherwise agreed with the Client.

5.3 The contractor is insured with relevant Public Liability, Legal Protection and Personal Injury business specific insurance.

6.0 CONSENTS

6.1 The Client is responsible for obtaining any necessary consents for the implementation of the work from the relevant authorities and for ensuring that the implementation of the work complies with all applicable laws.

7.0 DURATION OF WORK

7.1 The Contractor will provide the Client with an estimate/specification of work, detailing the likely duration of the work. Any dates or time scales given are approximate only.

7.2 Notwithstanding any other term of this Contract, the Contractor shall not be liable for any delay in delivery of the Goods or performance of the Services and time shall not be of the essence of this Contract.

8.0 PLANTING MATERIAL

8.1 The Client shall be responsible for the ongoing maintenance of all living material following completion of the work.

9.0 WASTE REMOVAL

9.1 Garden waste will be removed and disposed of at a minimum price of £50. In some cases, where garden waste is particularly excessive, waste removal will be quoted for individually.

10.0 IRRIGATION

10.1 Unless otherwise specified in the Quotation or notified to the Client, the Contractor is not responsible for irrigation of planted material and lawns and does not accept liability for the loss of planted material due to lack of irrigation (watering) between visits, after a visit or before a visit or any adverse weather conditions.

11.0 INTELLECTUAL PROPERTY

11.1 All original designs, drawings, specifications, photographs, and any other written material produced by the Contractor during the performance of the Contract shall remain the property of the Contractor unless otherwise agreed.

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12.0 FORCE MAJEURE

12.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials, adverse weather conditions or adverse or difficult Site conditions.

13.0 CHANGES TO CONTRACT AND TERMS AND CONDITIONS

13.1 The Contractor shall be entitled to amend and update these Terms and Conditions from time to time.

14.0 GOVERNING LAW AND JURISDICTION

14.1 This Contract is governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

15.0 ACCEPTANCE

15.1 Acceptance of a Quotation shall be deemed to be acceptance of these Terms and Conditions.

16.0 TERMINATION

16.1 The contractor and the client have the right to terminate any contract. Pre-paid client deposits will not be refunded when a client cancels a contract for their own convenience. The cancellation of a contract enforced by the contractor will, at the discretion of the contractor, qualify the client to a refund of the pre-paid deposit. In the instance that a maintenance contract is cancelled, 2 weeks' notice is required in writing by the client or the contractor.

17.0 LIABILITY

17.1 Except in the case of death or personal injury caused by the Contractor's negligence,

the entire liability of the Contractor under or in connection with this Contract shall not exceed the price paid by the Client to the Contractor under this Contract in the 12-month period preceding the claim.

17.2 Notwithstanding anything else contained in this Contract the Contractor shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.

18.0 SEVERANCE

18.1 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.

19.0 ENTIRE AGREEMENT

19.1 This Contract constitutes the entire agreement between the parties and supersedes all prior agreements. In the event of a conflict between these Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.

20.0 WAIVER

20.1 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.

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