

# RICKARD LANDSCAPES

## 1. ABOUT US

1.1. Rickard Landscapes is a company based in Bloxham offering mainly a Soft Landscaping service.

## 2. HOW THESE TERMS APPLY

2.1. These are the terms of the legal contract between you and us.

2.2. Interpretation: In these terms:

2.2.1 References to “goods” includes all plants, products and any deliverables or materials we supply to you;

2.2.2 References to “services” includes all advice, contracting, delivery and other works we supply to you; and

2.2.3 Phrases such as including, include, in particular or any similar expression shall be construed as illustrative and not as exhaustive or exclusive.

## 3. QUOTATIONS AND ORDERS

3.1. **Subject to availability:** Goods are subject to availability at the time of ordering.

3.2. **Validity:** Unless otherwise specified:

3.2.1 All estimated quotations are valid for 30 days from the date on which they were given and are liable to change until accepted by the client.

3.3. **Non-binding:** Quotations are not binding and are not offers to contract.

3.4. **Orders:** By accepting a quotation and placing an order you are making an offer to contract on those terms. If we accept your order, we will notify you to confirm this (at which point a “contract” between you and us is formed). Please note that, until an order is confirmed, estimated quotation prices are subject to change.

3.5. **Conditions:** Quotations are provided on the following basis:

3.5.1 Where the quotation is for various items or a scheme of works, it assumes that the whole scheme is to be undertaken. We reserve the right to change our rates if you only wish to purchase parts from the scheme of works.

3.5.2 Where quantities or types of products/services have been calculated on the basis of drawings or instructions, the quotation shall be an estimate only. You accept that the actual quantities or types of product/service used (and the resulting cost) may vary.

3.5.3 Products and services listed in the quotation are subject to availability. Plants and their characteristics (such as colour, height, pot size and corresponding cost) may vary from those listed in the quotation

3.5.4 That the following statements are accurate:

3.5.4.1 All spoil can be disposed of on site in accordance with applicable law and with ease, unless otherwise stated.

3.5.4.2 There are good ground conditions, and the soils on site are suitable for the products/services requested.

3.5.4.3 Unless stated, watering and maintenance is not included.

3.5.4.4 Easy and available access will be provided to work areas and materials at all times.

3.5.4.5 The only goods and/or services required are those in the quotation.

If any of these are incorrect, the cost payable by you could increase.

## 4. PRICES

4.1. **Goods:** Prices for the supply of goods exclude delivery (unless otherwise stated). If the cost to us of supplying an order increases before delivery, we may need to increase the price accordingly – we will discuss this with you at the time. Unless otherwise agreed, orders only including goods are payable upon being placed.

4.2. **Services:** Prices for the supply of services will be calculated in accordance with the methods set out in Schedule 1 of these terms. A deposit of 20% of the order value is payable when placing an order for all contracting services (unless we state otherwise, e.g., because payment in full is required) or a payment in full of the materials required for the job (e.g. plants). The deposit will be deducted from our final invoice and any remaining balance will be returned to you.

4.3. **VAT:** All prices shown include VAT (unless otherwise stated).

4.5. **Pricing errors:** We try to ensure all our pricing is correct, but there may be circumstances where an error has taken place. We are under no obligation to sell products at an incorrect price and will contact you to confirm if the actual price is acceptable or arrange an order cancellation and refund.

## 5. YOUR ORDER

5.1. **Amending an order:** Once an order/ quotation has been accepted or placed it is final. We may (at our discretion) allow you to make changes, but reserve the right to increase our unit rates or add an amount to offset the additional costs incurred.

5.2. **Substitutions:** We reserve the right to substitute plants where the specified plant is not available, or to omit them altogether and deduct the cost from the final bill.

5.3. **Changes in law:** We reserve the right, at all times, to change the goods or services to be supplied to you if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services and will notify you in writing as soon as reasonably practicable of such amendments (including any

consequent revisions to our fees).

## 6. OUR PRODUCTS AND SERVICES

6.1. **Our promise:** We aim to provide high quality plants, goods and services. We will ensure that our goods and services are fit for their usual purposes, and they conform in all material respects to their description and (if applicable) sample. Where we provide services, these shall be provided with reasonable skill, care and diligence and unless otherwise agreed in writing, we will delegate the provision of the services to the most appropriate professional staff. If you are consumer, this promise is in addition to your other legal rights.

6.2. **Timber:** All the timber we use in fencing and tree stakes etc is treated to the UC4 standard – making it suitable to be in permanent contact with the ground. This does not offer a guarantee of longevity.

6.3. **Plant guarantee:** If our plants are not of satisfactory quality and we are responsible, we will provide you with a replacement. However, we can offer to guarantee the success of your plants. This guarantee is not included as standard and will result in an additional charge.

6.6. **Professional advice and opinion:** The advice which we will give you will be our professional opinion and will be based on the facts and matters known to us at the time that we give you such advice. However, our advice may change based on new information and facts that subsequently emerge, either from you or any other party.

6.7. **Sub-contractors:** We reserve the right to appoint sub-contractors to provide some or all of the services on our behalf at any time. All such sub- contractors work under our instruction and will report to us in respect of any services they provide. All sub-contractors will be required to comply at all times with these terms and the costs of the services provided by sub-contractors will be included within our fees, unless otherwise agreed in writing.

6.9. **Conflicts of interest:** We will check for any potential conflicts of interest before accepting your instructions but cannot guarantee that we will be able to identify all situations where there may be a conflict of interest prior to entering into a contract with you. Should a conflict of interest arise, we will immediately inform you and then establish procedures to safeguard all interests involved. If you know of, or subsequently become aware of a conflict of interest, you must notify us as soon as possible.

6.10. **Warranties:** We do not offer any warranties or guarantees other than those contained within these terms (and all other warranties are excluded).

## 7. PAYMENT AND INVOICES

7.1. **Ownership:** Legal and beneficial title to goods shall not pass until payment for those goods and for any other goods or services previously or subsequently supplied by us to you has been made in full.

7.2. **Payment methods:** We prefer payment by BACS – details of which will be on the Invoice. If we are unable to take payment, we may cancel your order.

7.3. **Due date:** Unless otherwise stated, payment for invoices are due on receipt of their date and in full and in cleared funds to a bank account nominated in writing by us.

7.4. **Late payment:** If any payment is not made on the due date, we may suspend any further provisions of goods and/or services under the contract until payment is made (without prejudice to any of our other rights) and we reserve the right to cancel the contract in relation to such further provisions of goods and/or services and recover any goods already supplied at your expense.

7.5. **Interest:** Invoices not paid within 30 days of their due date shall incur interest at a rate up to 8% above the Bank of England base rate per annum until paid.

7.6. **Interim invoices:** Interim invoices will be submitted for jobs lasting longer than a month. These are also subject to the same terms as above.

## 9. LANDSCAPING AND GARDEN SERVICES

9.1. **After care:** once work is complete, you are responsible for the well-being of all plants.

9.2. **Weeds:** we try to deal with invasive perennial weeds during planting, but there is no guarantee they will not return.

9.3. **Watering:** you are responsible for watering and checking all plants and turf once these are planted or laid on site.

9.4. **Replanting:** The condition and wellbeing of any old plants you ask to be salvaged and replanted is your responsibility.

9.5. **New lawns:** Newly laid turf and/or seeded lawns may be subject to slumping after laying. We make efforts to prevent this, but it is sometime unavoidable and is not our responsibility. If remedial work is required then this will be charged at our usual day rate, unless otherwise agreed.

9.6. **Tree Preservation Orders, Conservation Areas and Felling Licenses:** You are responsible for ensuring our work will not breach any laws or regulations (e.g. Tree Preservation Orders (TPOs) or Conservation Areas). If you suspect the site is subject to a TPO or is in a conservation area, you must inform us when placing an order.

9.7. **Other investigations and private covenants:** We shall not carry out any investigation into land ownership or applicable covenants, restrictions or other laws or regulations. You are responsible for ensuring all necessary rights, licences and permissions are in place for us to access the site and carry out the work.

## 10. YOUR COMMITMENT TO US

10.1. To enable us to perform the services or supply the goods in accordance with these terms, you undertake to:

10.1.1 **Errors in information:** Ensure that all information provided to us is complete and accurate and to notify us immediately if this ceases to be the case.

10.1.2 **Access:** Give us and/or our employees or appointed sub-contractors free and clear access to your property as reasonably required in order to provide the services (this includes free and available parking for our contractor's vehicles).

10.1.3 **Preparation:** Ensure that your premises are prepared sufficiently to enable us to provide the services, including ensuring that the premises comply with all applicable health and safety laws. Often our delivery of goods and/or services entails the carrying of material over gardens and through properties. Please make sure that walls and surfaces are adequately protected (builder's polythene is a good method) and that fragile objects (such as pots etc.) are moved. Our staff will be more than happy to move heavier objects for those unable, elderly or disabled clients. Lawns tend to recover rapidly but very wet weather can give rise to very muddy conditions. We are able to provide boards to protect lawns, though this is not included as standard and may incur an additional cost. Please contact us for further details.

10.1.4 **Materials:** Keep all materials, equipment, documents and other property ("**Materials**") owned by us at your premises in safe custody at its own risk, maintain our Materials in good condition until returned to us, and not dispose of or use the Materials other than in accordance with our written instructions or authorisation.

10.1.6 **Plans:** Supply us with appropriate scale (eg 1:1250, 1:500) site plans (paper and electronic) as required plus all relevant and new mapping information as quickly and accurately as possible.

10.1.7 **Permissions:** Obtain and maintain all necessary licences, permissions and consents which may be required for the services before the date on which the services are to start.

10.1.8 **Queries:** Respond to queries from us as promptly as possible.

10.1.9 **Health & Safety:** At all times comply with all applicable law, including health and safety laws in force, provide such information on all health and safety risk assessments and in particular, inform us in writing of any known hazards which are not immediately apparent and co-operate with any risk assessments of your premises we may conduct. You must also notify us of any reasonable policies (e.g. regarding health and safety) that our personnel will need to comply with.

10.2. **Property damage:** Every effort will be made to avoid damage to property (including products you have purchased from us), but we are not responsible for loss or damage that might have been avoided by your taking precautions or warning us of hazards. Where we are responsible for damage that could not have been avoided, our only liability will be to take reasonable steps to make good that damage or (at our option) to pay for the damaged property to be either repaired or replaced to an equivalent standard.

10.3. **Livestock and animals:** Livestock and other animals must be clear of any delivery/work sites. You are responsible for ensuring sites are secure to prevent either your own or any third party's animals from entering. The services may involve dangerous tools, equipment or materials or poisonous plants, any which could cause injury or death to animal life (for which we accept no responsibility whatsoever and you shall be liable).

10.4. **Water:** A supply of water must be made available free of charge for us to use.

10.5. If the performance of any of our obligations under the contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation set out in clause 10.1 ("**Customer Default**") then, without limiting or affecting any other right or remedy available to us:

10.5.1 We will have the right to immediately suspend the performance of the services until you (in our reasonable opinion) have remedied the Customer Default;

10.5.2 We will be entitled to rely on the Customer Default to relieve us from the performance of any of our obligations, in each case to the extent that the Customer Default prevents or delays our performance of any of our obligations under the contract;

10.5.3 We will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations; and

10.5.4 You shall, on written demand from us, reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default, including (but not limited to) all fees payable in respect of the services provided to you up to and including the date on which we ceased to provide the services, reasonable travel expenses incurred by our employees.

## 11. CONFIDENTIALITY

11.1. We shall not at any time disclose to any person any information concerning your contract and our business relationship with you, and confidential information about the business, affairs, customers, clients, or suppliers except as permitted in these terms in order to carry out our obligations under our contract with you or as may be required by law.

11.2. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 12. DATA PROTECTION

12.1 Our privacy policy: We take great care to protect your personal information (such as that we collect when you contact us or place an order). Examples of personal information we collect include your name, addresses, email and telephone number. Further information on how we use personal information can be found in our Privacy and Cookies Policy ([www.rickardlandscapes.co.uk](http://www.rickardlandscapes.co.uk))

12.2 What we use personal data for: We'll only use your information with your consent, or to the extent necessary in order to perform a contract with you, fulfil our legal duties, or for other legitimate purposes. For example, when you accept a quotation, we will use your information to process payment, dispatch goods and keep a record of the sale.

12.3 Your rights: We want to ensure that you remain in control of your personal data. The law provides you with various rights to help you do this, including the right of access. Further details on how to exercise these rights can be found in our Privacy and Cookies Policy on our website ([www.rickardlandscapes.co.uk](http://www.rickardlandscapes.co.uk)).

12.4 International transfers: Your personal information may be transferred outside the European Union, though if this occurs, we will ensure it is adequately protected at all times and that your privacy is respected.

### **13. RETURNS AND CANCELLATIONS**

13.1 To cancel the contract you must contact us by calling us on 07775 910732 or emailing [harry@rickardlandscape.co.uk](mailto:harry@rickardlandscape.co.uk). You'll also have to return any products you've already received to us (at your own cost). Alternatively, we can collect products from you, but you will have to pay our reasonable collection costs.

13.2 We must be informed of cancellations 7 days of commencing a project.

13.3 If a project is cancelled within less than 7 days of the project commencing then there will be a charge of 20% of the quoted price.

13.4 If you cancel a quotation in accordance you are responsible for any costs we have incurred.

### **14. TERMINATION**

14.1. **Termination.** Without affecting any other right or remedy available, either party may terminate the contract with immediate effect by giving written notice to the other party if:

14.1.1 The other party is in material breach of its obligations under this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 10 business days of receiving written notice requiring it to do so; or

14.1.2 The other party becomes insolvent.

14.2. On termination of your contract:

14.2.1 We will immediately stop any work being undertaken for you;

14.2.2 You shall immediately pay to us all of our outstanding unpaid invoices, expenses, and interest; and

14.2.3 In respect of the services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

14.3. Termination shall not affect any rights and remedies that have accrued as at termination.

14.4. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### **15. FORCE MAJEURE**

15.1. We will not be liable for any delays in performance caused by acts, events, omissions or incidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of utility service or transport network, act of God, war, riot, civil commotion, pandemic or epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of IT systems, plant or machinery, fire, flood, storm, or default of our suppliers or subcontractors. We will be entitled to a time extension for such performance. If such a situation should last in extent of two months, then either party will have the right to terminate the contract.

### **16. COMPLAINTS**

16.1. We will aim to ensure that all work undertaken for you will be performed in a professional, efficient, friendly, and cost-effective manner.

16.2. Should you not be satisfied with our level of service, you should email [harry@rickardlandscapes.co.uk](mailto:harry@rickardlandscapes.co.uk)

16.3. Any complaints regarding the quality of the plants, materials or workmanship should be made as soon as possible and not later than 7 days from completion of the contract.

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