



Terms & Conditions

Introduction

Please read these Terms & Conditions carefully, as they set out our and your legal rights and obligations in relation to our services. By accepting the quotation, paying the deposits required and the contract starting, the client is deemed to accept all of the terms and conditions listed below:

1. Scope of work

1.1 The work as detailed shall be carried out to the standard a reasonable person can expect.

1.2 If there is any discrepancy between any specification and any drawing, the description contained in the specification shall prevail over the drawing.

1.3 The client is to indicate the line of the boundaries, underground cables and pipes before work commences and Hg Landscapes Woburn Ltd accepts no liability whatsoever for any losses or future disputes which the client may have with the owner(s) of neighbouring properties or other parties as a result of works which it carries out on or within the boundaries, cables or pipes that the client has indicated to us.

1.4 The client is solely responsible for obtaining any planning permission required, including the preparation and submission to the local authority of any necessary applications. Hg Landscapes Woburn Ltd takes no responsibility for loss or damages incurred as a result of failed planning permission or the client requiring planning permission in retrospect for any works. It is the clients full responsibility to ensure all planning applications and relevant permission be obtained prior to commencement of works.

1.5 This estimate excludes: excavation of/in rock removal of any concrete deeper than 150mm thick; filling of wells, mines or shafts; removal of any air raid shelters; removal of asbestos; removal of any chemicals; removal or grinding of any tree stumps and the re-routing of any services unless otherwise specified.

1.6 Copyright laws cover all designs. The Hg Landscapes Woburn Limited design cannot be reproduced without prior written consent by Henry Wardley. Once full payment for the design is made the client may then, if so desired, approach other contractors to quote for the project.

2. Estimates

2.1 All estimates are valid for 30 days only and may be subject to alteration after that date.

2.2 The estimate is a best forecast of price at the time of submission taking into account existing site conditions and layout at the time of viewing.

2.3 Acceptance of the estimate signifies acceptance of these terms and conditions of the contract documents and represents a binding contract between the parties. It should be noted that any subsequent cancellation by the client will involve the client being liable to a cancellation fee and any loss of expenses incurred as a result at the discretion of Hg Landscapes Woburn Limited up to a maximum of 50% of the total of the quotation.

2.4 Only the work described in the estimate is included; the supply of any other materials or labour costs to carry out such works other than stated within the estimate is excluded. Any alteration, modification or extras beyond the work specified in the quotation may be liable for an additional cost, which will be agreed by both parties prior to being undertaken.

2.5 No allowance is made in the quotation for any extra work required due to unknown, hidden or underground features.

2.6 Hg Landscapes Woburn Limited reserves the right to request the client to consider increasing the value of the contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond its control.

3. Payment

3.0 The client accepts that he/she will pay Hg Landscapes Woburn Limited the full contract sum (all costs incurred) together with any Value Added Tax properly chargeable upon the contract.

3.1 Hg Landscapes Woburn Limited will require an initial deposit payment of 10% to secure our services

3.2 Hg Landscapes Woburn Limited will, at regular intervals during the contract, prepare a valuation and request interim payments from The Client until work is complete. These valuations will be based on an assessment of the total job value completed or part completed and will include the cost of any unfixed materials. The Client shall pay these valuations within 7 days of receipt.

3.4 Unless otherwise stated payments are due 7 days following receipt of invoice. If the invoice is not settled within 14 days Hg Landscapes Woburn Limited reserves the right to charge daily interest at 2% until full payment is received.

3.5 If the Client disagrees with Hg Landscapes Woburn Limited valuation account then The Client should pay the proportion, which is acceptable, giving valid reasons for the shortfall (in writing). Deduction to Hg Landscapes Woburn Limited account may only be made if accompanied by a valid reason. The Client's payments will signify that The Client has inspected the work and is happy that the work so far carried out is to The Client's approval.

3.6 Where materials need to be purchased in advance and will form part of the first stage deposit, payable one week in advance of the agreed start date. If this or any invoices, are not paid within seven days of being rendered the client will be deemed to be in default and therefore in breach of contract. Hg Landscapes Woburn Limited will then be entitled to cease work and remove all materials remaining unused on the site and recover from the client his whole loss and expenses arising out of the said default by the client.

3.7 In the event it is necessary to institute legal recovery of the outstanding sum the client will be liable to pay Hg Landscapes Woburn Limited legal fees in full.

3.8 If the delivery date of goods is delayed by the customer Hg Landscapes Woburn Limited reserves the right to charge the client the daily labour rate for all contractors on site until the material arrives.

3.9 In the event that a change in materials from that already delivered on-site is required as a result from a subsequent client change of mind, the client will be solely responsible for payment of all additional costs related to loss of hours/days on site.

3.10 Should the Client fail to settle any invoice by the due date other than for a valid reason then all other invoices become payable immediately by The Client and Hg Landscapes Woburn Limited shall be entitled to cease work and leave site

4. The site

4.1 The client commits to granting sufficient and reasonable access to the site throughout the period of execution of the contract.

4.2 Access to water and electricity services will be provided by the client at no additional cost to Hg Landscapes Woburn Limited.

4.3 Hg Landscapes Woburn Limited shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use. The client is responsible for all plant on site once Hg Landscapes Woburn Limited staff and subcontractors have left site after a working day.

4.4 Hg Landscapes Woburn Limited undertakes to make all reasonable endeavours to complete the work within a reasonable timeframe or by a specific date if so agreed. However, unforeseen circumstances such as weather and manufacturers/suppliers lead times may hinder progress and Hg Landscapes Woburn Limited undertakes to keep the client informed.

5. Construction & Materials On Site

5.1 Hg Landscapes Woburn Limited always uses reputable high quality suppliers for the supply of plants, trees and shrubs; however, it is unable to guarantee their performance once it has left the site.

5.2 Any structural or appearance of finished features is at the discretion of the Hg Landscapes Woburn Limited, unless agreed in writing by the client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to Hg Landscapes Woburn Limited, it is the responsibility of the client or agent to request a small sample of this finished works prior to the start of that specific feature. If a particular variety of plant (i.e. species or cultivar) is not available a suitable substitute will be selected.

5.3 Natural products may show some colour and/or texture, spacial variations; therefore Hg Landscapes Woburn Limited cannot guarantee supplied materials are exact representations of any samples provided

5.4 Hg Landscapes Woburn Limited will research and take the advice of the supplier as to the best way to lay/build with the material and the best adhesives and seals to use. If there are any problems arising with the product and the supplier advice has been taken Hg Landscapes Woburn Limited accepts no responsibility

5.5 Materials delivered to site become the responsibility of the client. The contractor accepts no responsibility for loss damage or expense after delivery of materials to site for any reason. Delivered plants if not planted immediately will be stowed in an agreed location

within the client's garden. At this stage responsibility for the loss or theft of these plants will rest with the client

5.6 Risk in the goods shall pass to The Client when the goods are delivered. The property in the goods shall remain with Hg Landscapes until the Client pays all sums due to Hg Landscapes Woburn Limited (or supplier).

5.7 Where clients are paying for materials with suppliers directly payments must be made to the suppliers, in line with the terms of payment

5.8 Hg Landscapes Woburn Limited cannot be held responsible for the fading of colours due to efflorescence which is a natural condition producing very small white particles covering the surface of concrete products. This condition is caused by having calcium hydroxide present as a soluble salt, which leaches to the surface and combines with carbon dioxide in the air to form calcium carbonate (chalk)

5.9 Wood is a natural product, and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions may cause products to split, lose shape or warp. This is natural and in all but the most extreme cases, normal shape will be resumed. Hg Landscapes Woburn Limited cannot be held responsible for the above taking place

5.10 In extreme changes of weather conditions, certain plants and materials such as: terracotta, limestone, travertine some natural stone and other paving can be affected, suffering damage if not protected. The client should take the necessary precautions to prevent damage as this is out of Hg Landscapes Woburn Limited control.

6. Maintenance after completion

6.1 All watering of plants, trees, shrubs and turf becomes the responsibility of the client once the contract has been completed and Hg Landscapes Woburn Limited cannot accept any responsibility for the survival once the contract has been completed.

6.2 Hg Landscapes Woburn Limited accepts no responsibility for any horticultural defects other than plants, trees and shrubs failing to break out into leaf unless a formal maintenance contract is entered into.

7. General

7.1 This contract shall be regarded as an English contract and shall be construed and the rights of parties according to the laws of England and Wales. Irrespective of the place of signing this contract, it is deemed to have been made at the contractor's address and all legal matters arising from this contract will be handled within the area of the contractor's choice.

7.2 Any accidental or malicious damage caused by the client, their children or any third party during the course of the construction may incur an additional repair charge.

7.3 Unless express written notice or advanced agreement has been made Hg Landscapes Woburn Limited reserves the right to use any drawings, photographs, videos or plans of work produced by us for any future publications or displays.

7.4 All materials and machinery left on site during works become the occupier's responsibility once contractors have left the site at the end of the working day.