



## DC Landscapes NW Ltd

### TERMS & CONDITIONS

The following Terms and Conditions apply to and are incorporated in any Quotation/Contract and shall be considered to apply unless expressly modified or excluded in writing by DC Landscapes NW Ltd. These Terms and Conditions have been written to provide a transparent transaction to protect both parties.

#### DEFINITIONS

- **Start Date** is the date that The Contractor shall start The Client's Work. The Start Date will be agreed between The Contractor and The Client.
- **Works** means the Work to be conducted by The Contractor under The Contract as set out in the Quotation together with any other services which The Contractor agrees to provide to The Client.
- **Contractor** refers to DC Landscapes NW Ltd and their employees.
- **Client** means the person/s, firm/s or company/ies who enters a Contract with The Contractor for the provision of hard/soft landscaping/garden project/maintenance Works.
- **Site** means the location where the Works are to be performed by The Contractor.
- **Quotation** means the documents including detailed plans and/or drawings describing the Works provided by The Contractor.

#### QUOTATION / CONTRACT

- a. The Quotation/Contract price is valid for 30 days from the date shown on the Quotation. After 30 days the Quotation will lapse. If you wish to go ahead with your Quotation, you must let us know before the 30-day period expires.
- b. The Contractor reserves the right to increase the Quotation price with prior notification to The Client. This will only relate to factors outside of The Contractor's control leading to a price increase.
- c. Landscaping Work or provision of materials will not take place until The Client signs and returns a Quotation/Contract. This will then serve as a legally binding document between The Client and The Contractor.
- d. Acceptance of the Quotation or Estimate means that The Client has read and understood the terms and conditions. Any queries should be clarified before the specification and associated costings are accepted.
- e. All Contracts must be confirmed in writing before Work begins. Email confirmation is accepted with reference to date and quote number.

#### DEPOSITS

- a. Unless agreed prior, a deposit of 50% of the agreed Contract sum is needed on acceptance, with the balance payable on completion of The Contract. Invoicing and payment for any added costs agreed will take place at an appropriate stage of The Works - to be agreed between The Client and Contractor.
- b. A deposit of more than 50% will be requested if the materials chosen for your landscaping project exceed 50% of the entire job.
- c. Any deposits or advance payments needed for third-party Workers/sub-Contractors i.e., Electricians, bricklayers, etc. will be requested in advance for those service providers.

#### PAYMENT

- a. Payments should be made either by Bank Transfer or with Cash. You will always receive a receipt via e-mail for any payments made with cash.
- b. The Contractor does not accept Cheques or Credit Card Payments.
- c. Past due payment of invoices for completed Works, beyond our 7-day payment terms, will be subject to a 5% monthly interest charge (on all outstanding amounts).
- d. Garden Maintenance Contracts should always be paid in full on the day of completion.
- e. For Works exceeding 2 weeks, Stage payments may be made by The Client against Works completed/materials on-site to be made at weekly intervals. Payment schedules will be discussed and agreed with The Client prior to commencement.
- f. The Contractor shall have lien on all goods and materials still being on site until full payment of all monies have been made. The company shall have free access to enter the site to remove such goods and materials.

## **ADDITIONAL WORKS**

- a. A charge will be made for any added Works conducted on instruction from The Client, and not specified in The Contract. Added materials and labour shall be quoted for and agreed with The Client before additional Works are undertaken.
- b. Should additional Work arise due to unknown or undisclosed structures, The Contractor may be required to increase labour and/or material costs to the project and/or extend the project timelines. The impact will be reviewed and agreed with The Client before going ahead.

## **CANCELLATION OF CONTRACTS**

- a. The Client must give 30 days notice prior to the Work 'Start Date' if they wish to cancel the proposed landscaping project.
- b. Any unrecoverable costs incurred in respect of commitments made for materials during that period will be charged in full to The Client.
- c. For cancellations that do not give The Contractor 30 days' notice prior to the Start Date, 50% of all agreed fee rates will be charged. In addition, any materials that have been bought on behalf of The Client, or any other unrecoverable costs in respect of commitments made during that period e.g., Machine hire Contracts will be charged to The Client.
- d. Notice of cancellation must be made as soon as possible by The Client, initially by telephone, and then supported by written confirmation.

## **SITE**

- a. The Client will supply access to water, electricity, and toilet facilities wherever possible for use by The Contractor whilst conducting the agreed Work. The provisions of these services and facilities shall be at the cost of The Client.
- b. The Client shall be responsible for ensuring the safety of any children, family members, pets, and visitors whilst Work is being conducted on their premises.
- c. The Client will remove and dispose of any pet waste before any Work begins.
- d. The Client will move any loose garden furniture/children's play equipment/garden plant pots prior to Work commencing.
- e. We ask that The Client ensures there is adequate access to the Site e.g., that all vehicles and other obstacles are removed, that gates, doorways, and passageways are clear of obstruction and unlocked, that neighbours are notified where access is required to conduct the Work. If the Works cannot be conducted at the time of the visit, the team may leave the site and you may be charged.
- f. The Client shall provide storage space for materials and machinery during The Contract.
- g. The Client must ensure they have obtained all permissions, given all notices and paid all fees required under any regulation or bylaw of any local authority/statutory undertaker/other authority having any legal control regarding the Works. The Client shall indemnify The Contractor against any claim/proceedings/loss or expense resulting from The Client failing to gain permissions/give notices/pay fees required in whole or in part.
- h. The Client shall inform The Contractor regarding any springs, flooding, rock, mine Workings, covered wells or other cavities, running sand, service pipes and cables, sewage or land drains, foundations and sub-structures of former buildings or other hazards or obstructions except those which are reasonably apparent by inspection of the site prior to the Start Date. A full site survey can be conducted by The Contractor before commencing Works, which should be requested in writing. The Contractor cannot accept liability for any sub-surface issues should they arise during or after the Works unless notified prior to the Start Date or revealed in the survey.

## **MATERIALS**

- a. Materials delivered to the site become the responsibility of The Client and The Contractor accepts no loss, theft, damage, or expense after delivery of the materials to the Work site.
- b. All materials brought to the site which prove to be in excess to The Contractor's requirements shall remain the property of and shall be removable by The Contractor who shall have the right to enter the site for that purpose.
- c. The Contractor will agree appropriate material and installation guarantees for specific Works at The Client's request. However, we do not hold a standard set of terms of guarantee due to the nature of our Work.

## **SUPPLY OF PRODUCTS**

- a. The Client fully understands that plants are a perishable product and will deteriorate in quality if not provided with the appropriate aftercare.



- b. The Client will provide adequate levels of water and feed from the point of delivery to maintain the quality of the plant(s) and promote healthy growth and establishment.
- c. The Contractor cannot be held responsible for any issues caused by neglect.
- d. following installation of planting and turf it is the responsibility of The Client to conduct appropriate maintenance and care. No responsibility for plants and turf will be taken by The Contractor once the Works have been completed.

#### **ACCIDENTAL / WEATHER DAMAGE TO MATERIALS FOR ONGOING / COMPLETED WORKS**

- a. If The Contractor accidentally breaks/damages your property or materials, they will replace the item/s or fix the problem free of charge.
- b. The Contractor cannot accept liability for any defects to the Works caused by summer drought, landslip, tree root damage, water deprivation and severe weather conditions.
- c. The Contractor cannot accept responsibility for damage to local statutory services i.e., gas, electrical cables, water, and drainage unless notice has been given on locations prior.

#### **DELAYS OR DISRUPTION**

- a. The Contractor will endeavour to complete the Works within a reasonable time or by a specified date if agreed prior. Under no circumstance shall The Contractor incur any liability to The Client for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond reasonable control. The Contractor will inform of any such expected delays.

#### **DISPOSAL OF GREEN WASTE**

- a. The Contractor is insured to remove Green Waste only. Please do not ask to remove any other form of household waste or green waste which is not a byproduct of the Works on your property.

#### **PHOTOGRAPHS / VIDEOS**

- a. The Contractor reserves the right to publish their photographs/videos of The Work on their business website and social media accounts. All media are the property of The Contractor.

#### **CUSTOMER CARE POLICY**

- a. If there is a concern of any aspect of the services Contracted, The Client must inform The Contractor in writing.