

## TERMS AND CONDITIONS - RESIDENTIAL

These terms and conditions shall apply to and are incorporated in any quotation and shall be deemed to apply unless expressly modified or excluded in writing by the Tree and Lawn Company (hereby known as the Contractor).

### 1. Scope of Work

1.1 The Contractor shall carry out and complete the landscape work described in the estimate document in a good and workmanlike manner. They shall have no obligation to execute any further work unless agreed in writing between the parties of the contract. If there is any discrepancy between any specification and any drawing then the description contained in the specification shall prevail over the drawing.

1.2 The client is responsible for obtaining any required planning permission for the works and for the fulfilling of statutory requirements.

### 2. Quotation

2.1 The quotation is valid for a period of 90 days from the date shown in the quotation and thereafter lapses automatically.

2.2 The Contractor reserves the right to increase the contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond their control.

2.3 The quotation is based on conditions known at the time of viewing. The client will pay any extra works, or costs due to unknown difficulties or changes, which are not within the estimate.

2.4 Acceptance of the estimate involves acceptance of these terms and conditions and will lead to a binding contract between the parties. It should be noted that any attempted or any actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Contractor of any loss or expense incurred as a result, including a claim for loss of profit.

### 3. Variations

3.1 Variations to the Works as specified in the quotation will only be undertaken when agreed between the Contractor and the Client and upon instructions given in writing by the Client to the Contractor. It should be noted that site personnel have no authority to alter the contract in any way. The price of any additional work will be based upon costs prevailing at the date of the instruction.

### 4. Payment

4.1 The client accepts that they will pay to the contractor the contract sum together with any Value Added Tax properly chargeable upon the contract sum.

4.2 All accounts are net and do not provide for any discounts or retentions unless otherwise agreed.

4.3 All accounts are payable within 15 days from date of invoice. Interest will be charged from the due date of payment of all invoices at 5% above the Contractor's Banker's Base Lending Rate per annum until actual payment.

4.4 For quotations of £5,000 or more, the payment schedule shall be as follows;

- A non-refundable deposit of 50% of the original quotation shall be paid by the Client to the Contractor upon acceptance of the quotation by the Client.
- A stage payment of 25% of the original quotation shall be made by the Client to the Contractor upon commencement of work.
- A final payment of 25% is due within 15 days of completion of works.

4.5 All materials remain the property of the Tree and Lawn Company until the account has been settled in full.

### 5. The Site

5.1 The client warrants that the site is free from springs, flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, utilities supply, service pipes and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to the Contractor prior to the submission date of the quotation. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

5.2 Timely possession of the site and proper and adequate access to it must be made available by the Client to the Contractor to enable the work to be carried out in a regular and economic manner.

5.3 The Client will provide access to water, electricity and toilet facilities wherever possible for use by the Contractor in carrying out the work agreed. The provisions of these services and facilities shall be at the sole cost of the client.

5.4 The client shall be responsible for ensuring the safety of their children, family members, visitors, pets, animals and any designated areas for protected flora and fauna at all times whilst work is being carried out on their premises.

5.5 The Contractor shall be free from any liabilities, structural or accidental, when working on site and/or using machinery, except for accidents caused by improper use or activity.

### 6. Delay or Disruption

6.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. 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 his reasonable control.

## **7. Materials on Site**

7.1. Materials delivered to site become the responsibility of the Client and the Contractor accepts no loss, damage or expense after delivery of the materials to site for any reason.

7.2 All materials brought to 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.

7.3 The contractor shall not be liable for any loss or theft of materials from site. Any additional materials required following damage, loss or theft shall be at the Client's expense.

## **8. Maintenance**

8.1 The responsibility for the proper maintenance of the site passes to the Client upon completion of the Works unless otherwise agreed in writing.

## **9. Warranties**

9.1 The Contractor guarantees that all plants and trees supplied are inherently healthy when planted. Responsibility cannot be accepted for loss after planting since subsequent site conditions are beyond the Contractor's control.

9.2 The Contractor guarantees that grass seed supplied has been tested and conforms to current EC regulations. It should be understood that a sward cannot be made in one season and seed cannot be eradicated when the Contractor undertakes to cultivate land. The Contractor cannot therefore take responsibility for subsequent weed growth.

9.3 The Contractor accepts no liability for any negligent act or omission or any default under this contract, save for injury or death caused by the negligence of the Contractor.

## **10. Law**

10.1 This contract shall be regarded as an English contract and shall be construed and the rights of the parties and all matters arising hereunder determined in all aspects according to the Law of England and Wales.