

TERMS AND CONDITIONS OF CYPRESS GARDEN SERVICES LIMITED (CGS)

These terms and conditions are effective for all work undertaken from 1 January 2018 until such time as they may be replaced.

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.

Landscaping

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 confirm the line of the boundaries, underground cables and pipes before work commences and CGS 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 confirmed 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. CGS takes no responsibility for loss or damages incurred as a result of failed planning permission or the client requiring planning permission in retrospect.

1.5 This quote 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, and agreed in writing.

2. Quotation

2.1 All quotations are valid for 90 days only and may be subject to alteration after that date.

2.2 The quotation is a best estimate 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 quotation 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 CGS up to a maximum of 50% of the total value of the quotation.

2.4 Only the work described in the quotation is included; the supply of any other materials or labour costs to carry out such works other than stated within the quotation 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 CGS 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

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

3.2 Payment terms:

50% of total estimated value is required before works commencing.

Where works value exceeds £5000, a schedule of interim payments will be agreed prior to works commencing.

On completion the client will be required to sign off the works, and the remaining balance will become due and payable within 7 days.

3.3 The client will pay any extra works, or costs due to unknown difficulties or changes, which are not within the estimate. Final parking charges and congestion charges will be added if applicable.

3.4 Unless otherwise stated payments are due 7 days following receipt of invoice.

If the invoice is not settled within 14 days CGS reserves the right to charge daily interest at 2% until full payment is received. (I would think this is an unfair term and quite possibly would be unenforceable (as it equates to annual compound interest of probably over 1,000%) but you can leave it if you wish).

3.5 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. CGS will then be entitled to cease work and remove all materials remaining unused on the site and recover from the client the whole loss and expenses arising out of the said default by the client.

3.6 In the event it is necessary to institute legal recovery of the outstanding sum the client will be liable to pay CGS's legal fees in full.

3.7 If the delivery date of goods is delayed by the customer, CGS reserves the right to charge the client the daily labour rate for all staff on site until the material arrives.

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

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 CGS.

4.3 CGS 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 CGS staff and subcontractors have left site after a working day.

4.4 CGS 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 may hinder progress, and CGS undertakes to keep the client informed, and will not subsequently be held liable for any delays attributable to adverse weather conditions.

5. Construction & Materials on Site

5.1 CGS 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 CGS, 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 CGS, it is the responsibility of the client or agent to request a small sample of this finished work prior to the start of that specific feature. If a particular variety (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, special variations; therefore, CGS cannot guarantee supplied materials are exact representations of any samples provided.

5.4 CGS 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 CGS accepts no responsibility, except where it has been improperly installed by CGS.

5.5 Materials delivered to site and tools left on site, are solely our Company's responsibility. Delivered plants if not planted immediately will be stowed in an agreed location within the client's site. At this stage responsibility for the loss or theft of these plants will rest with the client.

5.6 CGS 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).

5.7 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. CGS cannot be held responsible for the above taking place.

5.8 In extreme changes of weather conditions, certain plants and materials such as: terracotta, 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 CGS's 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 CGS cannot accept any responsibility for the survival once the contract has been completed.

6.2 CGS 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. Garden Maintenance

7.1 If we are required to remove green waste or general waste from the site, this will be subject to charge, as will parking and congestion charges if applicable.

7.2 Collection of non-stock parts and materials is chargeable, but time will be kept to a minimum and reasonable. Also, you shall be informed prior to the operative(s) leaving the site where possible.

7.3 Upon agreement with the client CGS will undertake requested jet washing, but accepts no claim or compensation arising from any damage caused by the high-pressure cleaning.

7.4 For regular maintenance work an invoice will be issued at the end of the month. Clients are requested to pay within 7 days of receipt of the invoice.

7.5 In the event of an Operative(s) unable to gain access at a previously agreed time, there will be a call out charge equating to a minimum of two hours rate.

8. General

8.1 CGS will agree a date and time with you for the works to commence and we shall use our best endeavours to ensure the Operative(s) attends on the time and date. However, we accept no liability in respect of non-attendance or late attendance of the Operative(s) or for the late or non-delivery of goods.

8.2 Any date or dates included in our estimate or quotation are estimated dates and CGS shall not be in breach of this agreement for failing to start or finish by any date given.

8.3 We shall not be liable for and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result to the works carried out, nor shall we be liable for any loss of nature which is not caused by our negligence or our breach of the terms of the agreement between us.

8.4 This contract shall be regarded as an English contract and shall be so construed. The rights of the parties hereto shall be determined according to the laws of England and Wales. 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.

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

8.6 CGS reserves the right to use any drawings, photographs or plans produced by us for any future publications or displays whilst ensuring the anonymity of the client.

Cypress Garden Services Limited company number is 07724101.

Cypress Garden Services Limited has public liability insurance No: B1141C12M3865/1396413964.

Cypress Garden Services Limited is a licensed waste carrier.