

**Teasels Landscapes
Terms and Conditions**

1.0 DEFINITIONS

- 1.1** "Client" means the organisation which buys or agrees to buy Goods or Services from the Contractor and who will be responsible for all payments to the Contractor.
- 1.2** "Contractor" means Teasels Landscapes, Common Farm, High Street, Ilkeshall St Lawrence, Beccles, NR34 8NG
- 1.3** "Contract" means the contract between the Contractor and the Client for the purchase of Goods and Services incorporating these Terms.
- 1.4** "Goods" means the goods and materials supplied by the Contractor.
- 1.5** "Services" means the landscaping services supplied by the Contractor.
- 1.6** "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Contractor.

2.0 CONTRACTS

- 2.1** The prices in any estimate or quotation issued by the Contractor shall be valid for 30 days.
- 2.2** A Contract will be formed when:
- 2.2.1** the Client accepts the Contractor's quotation within the period of validity; or
- 2.2.2** the Client places an order for Goods and/or Services which the Contractor accepts in writing in which case the Client is responsible for ensuring the accuracy of the order and for checking that the Contractor's confirmation is correct.
- 2.3** All Contracts shall be subject to these Terms which shall prevail over any other documentation or communication from the Client.
- 2.4** No order which accepted by the Contractor may be cancelled except with the Contractor's written agreement.
- 2.5** If the Client wishes to make changes to the Contract, these shall not be binding unless agreed by the Contractor in writing. In particular, if the Client wishes to order additional Goods and/or Services the price of these shall be subject to the payment terms set out in clause 3.
- 2.6** No variation to these Terms shall be binding unless agreed in writing by the Contractor and the Client.
- 2.7** Any errors or omissions in any sales literature, estimate, quotation, price list, order confirmation, invoice or other documentation or information issued by the Contractor can be corrected in consultation with the Client.

3.0 PRICE AND PAYMENT

- 3.1** The Client agrees to pay the Contractor the price due under the Contract together with any applicable VAT.
- 3.2** Unless otherwise agreed the Contractor's invoices are payable on receipt
- 3.3** For Contracts with a value less than £10 000 excluding VAT a deposit of 50% will be paid on entering the contract. The balance will then be paid in full on completion of the work
- 3.4** For Contracts with a value in excess of £10 000 excluding VAT, 10% of the total price is to be paid on entering the Contract. The contractor will then invoice the client fortnightly until the work is completed whereby the balance of any amount will be paid.
- 3.5** If there is any snagging work to be done following practical completion of the work the Client may withhold a retention of 10% of the total price (or such other sum as the parties may agree) but, subject to this, the remainder of the total price must be paid in full on practical completion. The retention shall be paid on satisfactory completion of the work on the agreed snagging list.
- 3.6** If the Client fails to make any payment by the due date the Contractor may, without limiting its other rights and remedies:
- 3.6.1** cease work on the Contract and remove all unused materials from the site; and
- 3.6.2** charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time.

4.0 RISK AND TITLE

- 4.1** The Goods shall be at the Client's risk as from delivery.
- 4.2** Title (ownership) in the Goods shall not pass to the Client until the Contractor has received payment in full in cleared funds of all sums due under the Contract. Until then if the Client becomes subject to any of the events listed in clauses 14.1.2 to 14.1.5 (and provided that the Goods have not been irrevocably incorporated into the Client's property) the Contractor may, without limiting its other rights and remedies, require the Customer to deliver up the Goods failing which the Contractor may enter the Client's site to recover the Goods.

5.0 CONTRACTOR'S OBLIGATIONS

- 5.1** The Contractor agrees to use Goods that are suitable for their intended purpose. All Goods delivered to the site become the responsibility of the Client and the Contractor accepts no liability for loss or damage to Goods after delivery unless directly caused by the Contractor.
- 5.2** Goods in excess of the Contract requirements remain the property of the Contractor and will be removed from site on completion of the Contract.
- 5.3** The Contractor will be responsible for the safe and legal disposal of all rubbish and debris arising from the Services.
- 5.4** The Contractor will be responsible for the safe storage and positioning of equipment on the site at all times.
- 5.5** The Contractor will carry out the work in accordance with health and safety regulations and will take all reasonable steps to minimise environmental disturbance, nuisance and pollution.
- 5.6** The Contractor will carry out and complete the Services in a good and workmanlike manner.
- 5.7** The Contractor will not accept responsibility for damage to the Client's premises arising from third parties employed by the Client. The Client will be liable for any damage to the work carried out by the Contractor and any delay to the Contract caused by third parties employed by the Client.
- 5.8** The Contractor will make arrangements for staff welfare facilities unless otherwise agreed with the Client.
- 5.9** Electrical work is not covered by the Contract unless agreed in writing.

6.0 CLIENT'S OBLIGATIONS

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- 6.1 The Client confirms that the site is free from hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing by the Client to the Contractor prior to submission of the Contractor's estimate or quotation.
- 6.2 The Contractor cannot be held responsible for any unseen hazards or obstructions and any costs incurred by the Contractor as a result of unforeseen hazards or obstructions will be incurred by the Client at an agreed cost (unless this forms part of the professional services provided by the Contractor, e.g. tree root investigation).
- 6.3 If the Client does not agree to any reasonable variation to the Contract made necessary by an unforeseen obstruction or hazard in order to complete the Contract and to satisfy and health and safety requirements, the Contractor will be entitled to discontinue the work with immediate effect and the Contractor shall be entitled to payment for the work carried out, all expenses incurred and all other losses arising from discontinuance of the work.
- 6.4 The Client must provide reasonable access to mains electricity and water on the site. The cost of providing electricity and water will be borne by the Client.
- 6.5 The Client will allow the Contractor access to the site within the agreed working hours and throughout the period of the Contract.
- 6.6 The Client is responsible for obtaining any consent necessary for the work to be carried out by the Contractor and for ensuring that the implementation of the work is in accordance with any relevant statutes, regulations or by-laws.
- 6.7 The Client warrants that it is the owner of the site or is authorised by the owner of the site to enter into the Contract.
- 7.0 DELAYS**
- 7.1 The Contractor will give the Client an estimate of the duration of the Contract. The Contractor shall not be liable for any delays or failure to perform any of its obligations due to circumstances beyond the Contractor's reasonable control such as acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials from a natural source of supply, adverse weather or adverse or difficult site conditions not reasonably foreseen by the Contractor. In any such circumstances the Client will allow a fair and reasonable extension of time.
- 7.2 If the Client wishes to postpone the start date under the Contract less than 7 days beforehand the Contractor reserves the right to charge the Client a short notice delay fee not exceeding 10% of the price due under the Contract.
- 8.0 PLANTING MATERIAL**
- 8.1 The Contractor does not accept responsibility for the well being and maintenance of planted material and turf following completion of the Contract. Upon completion of the Contract responsibility for the care and maintenance of all living material is handed over to the Client.
- 8.2 Maintenance of living material is not included in the Contract unless otherwise agreed in writing.
- 8.3 If necessary the Contractor reserves the right to substitute plant material with other plant material of similar value, growth, colour or habit which is suitable for the site.
- 9.0 COMPLAINTS**
- 9.1 Any complaint that the Client has arising from the Contract must be reported to the Contractor in writing within 7 days of completion of the Contract. If not so reported the Client will be liable for the full amount of the Contractor's invoice.
- 9.2 The Contractor will properly investigate any complaint in accordance with the complaint procedure as recommended by the Association of Professional Landscapers. A copy of this procedure can be obtained from the Association of Professional Landscapers, Horticulture House, 19 High Street, Theale, Reading, Berkshire RG7 5AH.
- 9.3 If the Contractor's work is faulty then the Contractor shall re-perform the Services so as to remedy the fault at no extra charge to the Client.
- 10.0 COPYRIGHT & PROTION**
- 10.1 Unless otherwise agreed in writing the copyright in all original designs, drawings, specifications, photographs and written material produced by the Contractor remain the property of the Contractor and the Contractor may use any such material for any promotional or other purposes.
- 10.2 Unless otherwise agreed the Client agrees to the Contractor erecting a temporary site board on their property to promote the Contractors business for the duration of the work and for up to 1 month afterwards. Removal of the site board will be carried out by the Contractor.
- 12.0 FORCE MAJEURE**
- 12.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances beyond the Contractor's reasonable control, including acts of God, strikes, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from a natural source of supply. In such event the Contractor shall be entitled to a reasonable extension to its obligations.
- 13.0 LIMITATION OF LIABILITY**
- 13.1 Nothing in these Terms shall limit or exclude the Contractor's liability:
- 13.1.1 for death or personal injury caused by the Contractor's negligence, or the negligence of its employees, agents or subcontractors; or
- 13.1.2 fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.1:
- 13.2.1 the Contractor shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or contracts, or for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise; and
- 13.2.2 the Contractor's total liability to the Client in respect of all other losses arising under or in connection with the supply of the Goods and Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price payable under the Contract.
- 13.3 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest

extent permitted by law, excluded.

14.0 TERMINATION

14.1 Without limiting its other rights or remedies, the Contractor may terminate the Contract with immediate effect by giving written notice to the Client if:

- 14.1.1 the Client fails to pay any amount due under the Contract on the due date for payment or commits any continuing or material breach of any of the provisions of these Terms and, in the case of such a breach which is capable of remedy, fail to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 14.1.2 an encumbrancer takes possession or a receiver (or similar office holder) is appointed over any of the Client's property or assets;
- 14.1.3 the Client makes any voluntary (or similar) arrangement with its creditors or has an administrator appointed or is subject to insolvency proceedings in any jurisdiction;
- 14.1.4 the Client goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these Terms); or
- 14.1.5 the Client ceases, or threatens to cease, to carry on business.

14.2 On termination of the Contract:

- 14.2.1 the Client shall immediately pay the Contractor all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable by the Client immediately on receipt;
- 14.2.2 the Client shall return the Contractor's equipment and any Goods which the Client has not paid for;
- 14.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall not be affected, including the right to claim damages in respect of any breach which existed at or before the date of expiry or termination; and
- 14.2.4 clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

15.0 GENERAL

15.1 The Contract is governed by the laws of England and any dispute arising under or in connection with it shall be subject to the non-exclusive jurisdiction of the English courts.

15.2 The Contract shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.3 The Client may not assign or transfer the Contract to any third party except with the Contractor's consent.

15.4 Any notice or other information to be given under these Terms should be sent by first class pre-paid post to the other party or by email (provided it is supported by a valid server delivery receipt). The notice will be treated as been received 2 days after the date of sending.

15.5 No waiver of any breach of these Terms shall be valid unless made in writing and signed on behalf of the Contractor.

15.6 If any provision of the Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of the Contract will remain in full force and effect.

16.0 ACCEPTANCE

16.1 On signing the Contract the Client accepts these Terms.