



# TERMS AND CONDITIONS

**1.1** The definitions and rules of interpretation in this clause shall apply in these terms and conditions

**Alterations-** The act or process of altering something.

**Bespoke-** Material or fixture made for a particular customer or site.

**Commencement date-** The day the work shall commence as agreed by the customer and contractor.

**Completion date-** The day the work is intended to be completed.

**Contractor-** The contractor.. E.G.M Landscapes Ltd of Unit 3, Croft Farm, Otley Road, Harrogate, HG3 2EB.

**Cooling off period-** A period of time after a quotation is agreed during which the buyer can cancel the work without being charged.

**Customer-** A person, organisation, company or public body that buys goods or services from E.G.M Landscapes Ltd.

**Guarantee** - Formal assurance (typically in writing) that certain conditions will be fulfilled, especially that a product will be repaired or replaced if not of a specified quality.

**Proposal-** A plan or suggestion, especially a formal or written one, put forward for consideration by others.

**Quotation-** A formal written statement setting out the estimated cost for a job or service.

**Site-** The location where the works are to be carried out by the contractor.

**Specification-** The documents including detailed plans and / or describing the works provided by the contractor.

**Terms and Conditions-** The legal agreement between a service provider and a person who wants to use that service.

**Works-** The work to be carried out by the contractor as set out in the quotation together with any other services that the contractor agrees to provide with the client.

## **2. General**

**2.1** These terms and conditions apply once a quotation has been accepted in writing by the customer and/or an agreed deposit has been made to the contractor.

**2.2** The Terms and conditions can be altered by the contractor either prior to the commencement of the work or after this date. The acceptance of the changes made to the terms and conditions are accepted as either: in writing from the customer to the contractor or a deposit has been made to the contractor.

**2.3** Nothing in these Terms and Conditions can affect the customers statutory rights as a consumer.

## **3. Quotation**

**3.1** A quotation shall remain open for acceptance within thirty days of the date shown and thereafter lapses automatically.

**3.2** 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.

## **4. The Scope of work**

**4.1** The contractor (E.G.M Landscapes Ltd) shall carry out and complete the Landscaping work as described in the quotation, in a professional and workman like manner. The contractor shall have no obligation to execute any further work otherwise agreed in writing between the contractor and customer. If there shall be any discrepancy between the work carried out and any associated designs/ drawings, the description contained within the quotation shall prevail over any design/drawing.

**4.2** Should the customer decide to make any alterations to the accepted quotation this must be decided and agreed in writing before the commencement date with a revised price. If any bespoke items have been ordered these will be charged at full if the customer alters these after the accepted quotation.

**4.3** The customer is responsible for obtaining any necessary planning permission for the works to be carried out.

**4.4** If any of the works in the accepted quotation are to be altered after the commencement date this needs to be agreed in writing between the customer and contractor with a revised price. This revised price will be charged at a fair and standard rate, this will include charges for any delays in the time required to complete the work.

**4.5** Alterations to the works as described will only be undertaken upon instructions given in writing by the customer to the Contractor. Oral instructions will not be instructed. It should be noted that site personnel have no authority to alter the agreed quotation in anyway. The price of any additional work or alteration must be made through the director of the contractor.

**4.6** The Client shall obtain all permissions, give all notices and pay all fees required under any Act of Parliament or any regulation or byelaw of any local authority or statutory undertaker having any jurisdiction with regard to the Works and the Customer shall indemnify the Contractor against any claim, proceedings, loss or expense resulting from the Customer's breach of this clause in whole or in part. The Customer must produce copies of all relevant approvals to the Contractor prior to the Commencement Date. If not produced, work should not commence.

**4.7** If a design or sketch has been provided by the customer or contractor separate to E.G.M Landscapes and deemed to be unfit for purpose. This could mean the scale and proportion of the work is incorrect. If this happens the project will be suspended and the project will be re priced accordingly to meet the new requirements. If a new design is required then this will be carried out by E.G.M Landscapes and the costs incurred will be paid for by the customer.

**4.8** If a customer tells the contractor to leave early on a day that the contractor has said they are working on site and hasn't given us any notice to say why the contractor can't be there then the customer will have to pay labour charges for that day.

## **5.Right to cancel**

**5.1** All agreed work is subject to a 14-day cooling off period. This begins the day after you accept our quote verbally, in writing, email or pay a deposit.

**5.2** If the customer decides to cancel the agreed quotation the full deposit paid will be refunded if they cancel within the 14-day cooling off period. However, if any bespoke items have had to be ordered to ensure the correct lead time to meet the agreed commencement date these goods will be chargeable in full and will become the customers property.

**5.3** Any changes to the agreed work after this period ends or a cancellation will be chargeable against the deposit/ instalment paid. Any work carried out within the cooling off period (14 days) is chargeable at cost for labour/ material ordering. If you have ordered a bespoke item this will be chargeable in full either against the deposit or instalments paid.

**5.4** We require all cancelation notices to be submitted in writing.

## **6.Payment Terms**

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

**6.2** The payment schedule shall be as follows:

### **For quotations less than £5,000 in value**

- A deposit of £150.00 shall be paid by the customer to the contractor to secure the agreed date period for the commencement of works. This becomes non-refundable after the 14 - day cooling off period.
- Where a bespoke item is required to be purchased to meet the agreed commencement date this will be chargeable in full alongside the deposit to secure the works.
- The remaining balance is then to be paid on completion by the customer to the contractor.

## **For quotations more than £5,000 in value**

- A deposit of £300.00 shall be paid by the customer to the contractor to secure the agreed date period for the commencement of works. This becomes non-refundable after the 14 - day cooling off period.
- Where a bespoke item is required to be purchased to meet the agreed commencement date this will be chargeable in full alongside the deposit to secure the works.
- The remaining balance is then taken in three equal instalments which will be set out on the deposit invoice.
- The first instalment is to be paid by the customer to the contractor two weeks prior to the commencement date.
- The second instalment is to be paid by the customer to the contractor halfway through the project.
- The third instalment is to be paid by the customer to the contractor on completion.
- Failure to pay the required instalments within the agreed 7-day payment terms will result in work being suspended until payment is received.

**6.4** All accounts are payable within seven 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 payment received.

**6.5** All materials remain the property of E.G.M Landscapes Ltd until the account has been settled in full.

**6.6** We accept the following payment: cash (pound sterling), cheque or bank transfer.

**6.7** When working on site if a completion date is delayed by more than 10 working days due to a contractor separate to EGM then the final invoice will be brought forward to cover the percentage of the work carried out to date to cover supplier and labour costs. This percentage will be based on the work completed to date. The final invoice will then be sent after the final works have been completed

## **7. The Site**

**7.1** The customer 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, service pipes and cables, sewage or land drains, foundations of former buildings or other hazards or obstructions which are not discoverable upon visual inspection of the surface of

the site or made known in writing by the customer to the Contractor prior to the date upon which the Contractor submits the quotation overleaf. If the customer breaches the above warranty the Contractor shall be entitled to make a reasonable charge for all additional work necessarily and properly executed by the Contractor as a result.

**7.2** Adequate access to the site must be made available by the customer to the Contractor to enable the work to be carried out in a regular and economic manner. If access to the site is blocked by the customer without prior notice then the contractor has the right to charge the customer for costs lost that day.

**7.3** If a key to the site or property has been given to the contractor by the customer to access toilets or utilities; any loss of keys will be payable by the contractor to the customer, this will cover the cost of the key replacement only.

**7.4** The contractors branded signage will be erected or fitted to the front of all sites. This is for material deliveries and marketing purposes. If you are not happy with this please make us aware before the commencement date.

## **8. Delay / Disruption**

**8.1** The Contractor undertakes to use all reasonable endeavours to complete the works 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.

**8.2** Weather conditions, including snow, hard frost, extreme rain, excessive heat, drought may cause the delay of a start or completion date of a contract. We will always inform you at the earliest, most convenient time of any such expected delays.

**8.3** Staff illness/death of family members may cause unavoidable delays to landscaping projects. If a member of our team has an illness or is off work due to an extenuating circumstance which is beyond their control and this is going to affect a start or end date of a project you will be informed as soon as possible. We will always endeavour to start and complete landscaping jobs on time.

## **9. Materials on Site**

**9.1** Materials delivered to site become the responsibility of the Customer and the

Contractor accepts no loss, damage or expense after delivery of the materials to site for any reason. Any additional materials required following damage, loss or theft shall be at the customers expense.

**9.2** 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.

## **10. Photographs/videos**

**10.1** E.G.M Landscapes Ltd photograph and video all of our landscaping work before & after. These photographs/videos may be used on our website/Facebook/Instagram business page. Photographs and videos are used to advertise our business and our work.

**10.2** The Contractor reserves the right to publish photographs/videos of our hard/soft landscaping and garden maintenance work on our business website [www.egmlandscapes.co.uk](http://www.egmlandscapes.co.uk) our Facebook business page and other social media.

## **11. Maintenance**

**11.1** The responsibility for the proper maintenance of the site passes to the Customer upon completion of the Works unless otherwise agreed in writing

## **12. Guarantee**

### **12.1 Artificial Grass**

Product – All none branded artificial grass installed by the contractor comes with a standard guarantee for 8 years that covers UV protection against natural sunlight. All branded artificial grass supplied by third parties come with their own 10-year guarantee. This covers UV protection and general wear and tear. These guarantees are separate from E.G.M Landscapes Ltd and can be sent upon request after completion. For all commercial artificial lawns, the contractor will provide a suitable guarantee from the supplier.

Workmanship - Artificial grass installed by E.G.M Landscapes Ltd comes with a standard 2year guarantee that covers the base works for the installation. Included in this guarantee are the fixtures and fittings required. The contractor will also cover any base movement of more than 50mm in depth. The contractor will not be liable for any base movement that has

not been supplied and installed by the contractor. Excluded items are as follows: Bulbs growing below the grass (unless specified to be removed within the quotation), Drainage (unless specified in the quotation), Improper use, Vandalism, Insufficient maintenance or not following the contractors maintenance guide, accidental damage, reflective damage, flood, fire and chemical spills and Grano only base works.

The full or partial replacement will be in proportion to the date of purchase and any claim shall never exceed the original purchase price.

### **12.2 Composite decking / fencing**

Product– All products supplied come with their own guarantee depending on the supplier, these can be sent upon request after completion.

### **12.3 Patio's and driveways**

Product- All products supplied come with their own guarantee depending on the supplier, these can be sent upon request after completion.

Workmanship- The contractor will supply and install materials to a professional quality as set to the contractor's standards. However, the following exclusions apply: damage caused by extreme weather, efflorescence (this is a natural process out of the contractors control and will disappear over time), insufficient maintenance or not following the contractors maintenance guide and improper use of the landscape.

### **12.4 Soft landscaping**

Product - The Contractor guarantees that all turf, 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.

Workmanship - The contractor will supply and install materials to a professional quality as set to the contractor's standard. However total responsibility for the maintenance of the landscape is then handed over to the customer once the work is complete and final invoice has been sent.

### **12.5 Timber work**

Product – All timber supplied by the contractor is tannalised and designed to be used outdoors. However, no guarantees can be given on the longevity of the materials fitted due



to various environmental factors. Unless specified by certain suppliers, these can be sent upon request.

## **12.6 Outdoor electrics**

This work is carried out by a third-party contractor. All products supplied and fitted come with their own separate guarantee from the sub-contractor which can be sent upon request. The main contractor (E.G.M Landscapes Ltd) cannot take responsibility for any of the outdoor electrical work and will not be held responsible for any injury/death/damage caused by the work carried out.

**12.7** 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.

## **13. Public liability insurance**

**13.1** E.G.M Landscapes Ltd has full public liability insurance. If you would like to view our public liability insurance this can be sent upon request.

## **14. Law**

**14.1** E.G.M Landscapes terms and conditions shall be subject to the Laws of England & Wales, and the client agrees to be bound by the exclusive jurisdiction of these courts.