

Terms and Conditions

LA Gardening LTD hereinafter will be referred to as LAGL. The *client* means the person, firm, or company to be supplied with the services and or goods by LAGL. The client's *premises* mean the premises, land, or property on which LAGL completes any work.

Please read these terms and conditions carefully. They set out our and your legal rights and obligations in relation to our services.

By accepting LAGL's quotation, or paying of deposits required and the works starting, the client is deemed to accept all the terms and conditions listed below.

1. Scope of work

- The work, as detailed, shall be carried out to the standard a reasonable person can expect.
- The client is to indicate the line of the boundaries, underground cables and pipes before work commences and LAGL 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 it carries out on or within the boundaries.

2. Quotations

- LAGL may alter or withdraw any quotation at any time prior to the works being started.
- All quotations are valid for 6 weeks from the date of issue, prices may change after that date.
- The quotation will give our price at the time of creation taking into account existing site conditions and layout at the time of viewing.
- Acceptance, verbal or written, of any supplied quotation signifies acceptance of these terms and conditions and represents a binding contract between both parties.
- 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 scope of the work specified in the quote may be liable for an additional cost, which will be agreed by both parties prior to being undertaken.
- No allowance is made in the quotation for any extra work required due to unknown, hidden or underground features.
- LAGL 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. All additional costs will be agreed between the client and LAGL.

3. **Payment**

- The client accepts that they will pay LAGL the full contract sum (all costs incurred) chargeable under the following agreed contract terms.

Payment terms:

One-off garden visits, payment on completion of works. (Cash, Card or BACS)

Regular clients to pay on the day of completion of works. (Cash, Card or BACS)

If a job requires plants and materials to be purchased outside of the original scope of the works, these will be discussed with the client and added to the invoice for those works.

Unpaid Invoices:

All completed work needs to be paid for within 7 days of completion of work. LAGL reserve the right to refuse to complete further maintenance visits until the previous invoice has been settled.

If the debt becomes 30 days overdue, the debt will be handed over to a debt recovery agency for collecting or a money claim will be raised for collection of outstanding monies plus all costs incurred by LAGL.

LAGL will have made all reasonable attempts to contact with the client prior to this being undertaken. This may be by telephone, email or in writing.

For payments 30 days overdue, interest will be charged at 8% plus the Bank of England base rate from the date the work was carried out.

Any client who disputes an invoice (following an agreement to the original quotation) and then doesn't pay in full will also be subject to the same conditions above.

4. **Miscellaneous**

- The client will pay for any extra work, or costs due to unknown difficulties or changes, which are not within the quotation.
- In the event it is necessary to institute legal recovery of the outstanding sum, the client will be liable to pay LAGL's legal fees in full.
- If the delivery date of goods is delayed by the customer, LAGL reserves the right to charge the client the daily labour rate for all staff on site until the material arrives.
- As a result of the client's change of mind in materials that are already delivered on-site, the client will be solely responsible for payment of all additional costs.

5. **Cancellation**

- LAGL reserves the right to charge a cancellation fee in the event of the client rescheduling or cancelling their appointment at ‘short notice’. Short notice is hereby agreed as less than 24 hours ahead of a scheduled appointment or later than 5pm on a Friday for works scheduled the following Monday. If any works are cancelled at short notice, a fee of 100% of the agreed service fee will be charged.
- In the event that the client cancels the gardening service upon the arrival of LAGL, we reserve the right to charge the full labour cost for that visit.
- If LAGL are unable to gain access to the premises, LAGL reserve the right to charge the full labour cost for that visit.
- LAGL reserves the right to stop the work in progress or cancel the booking due to adverse weather conditions which are not allowing LAGL to perform the required service.
- LAGL reserves the right to refuse or stop the services provided at any time if any LAGL staff member is being abused, threatened or disrespected in any way by the client.
- If a client cancels a regular maintenance visit or project prior to completion, they are liable for any unpaid materials and the complete labour cost for the visit or project.

6. The Site

- The client commits to granting sufficient and reasonable access to the site throughout the period of execution of the contract.
- Access to water and electricity services will be provided by the client at no additional cost to LAGL.
- It is the responsibility of the client to make parking arrangements including contacting your district council to request a parking permit or parking bay suspension, if necessary. Any parking fees or fines accrued during the time of the service provided, are to be paid by the client.
- In the event that LAGL has to travel from the clients address to pick up or drop off the keys of the property, an additional charge may be added.
- LAGL shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by employee improper use.
- LAGL 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 LAGL will endeavour to keep the client informed.
- The client agrees to allow access to recover goods and materials from the client’s property if payment is not made in full.
- LAGL is not able to accept responsibility for any damage to the (or cost involved with) any underground hazards, obstructions, or services, not made known to LAGL in writing or apparent to us on visual inspection.

7. Materials & Plants on Site

- LAGL always uses reputable high-quality suppliers for the supply of plants, trees, and shrubs. However, it is unable to guarantee its performance once LAGL has left.
- LAGL only guarantee that plants and turf were of the right quality and health when supplied (as aftercare is beyond control of LAGL). Free advice and return visits to give advice on aftercare are available on request.
- The appearance of finished features is at the discretion of the LAGL unless agreed in writing by the client or agent prior to the start of work. Where a written specification for the appearance of an item is provided to LAGL, it is the responsibility of the client or agent to request a small sample of this finished item prior to the start of that specific item. If a particular variety (i.e. species or cultivar) is not available, a suitable substitute will be selected.
- Natural products may show some colour and/or texture, and spatial variations. Therefore, LAGL cannot guarantee that supplied materials are exact representations of any samples provided.
- LAGL will research and take the advice of the supplier as to the best way to lay the material. If there are any problems arising with the product and the supplier advice has been taken, LAGL accepts no responsibility, except where it has been improperly installed by LAGL.
- Materials delivered to and left on site become the sole responsibility of the client. LAGL accepts no responsibility for loss, damage or expense after delivery of materials to the site for any reason. Delivered plants if not planted immediately will be stored in an agreed location within the client's garden. At this stage responsibility for the loss or theft of these plants will rest with the client.
- On occasions where larger works are being carried out on site, tools may be left on site. This will be done with express permission of the client. By giving permission for this, any responsibility for loss or damage will rest with the client.
- LAGL 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).
- 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, the normal shape will be resumed. LAGL cannot be held responsible for the above taking place.
- In extreme changes in weather conditions, certain plants and materials such as terracotta, 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 LAGL's control.

8. Maintenance after Planting

- All watering of plants, trees, shrubs, and turf becomes the responsibility of the client once the contract has been completed. LAGL cannot accept any responsibility for survival once the contract has been completed.
- Any plant failures should be referred back to the plant supplier for attention under their warranty terms, if any.

9. Garden Maintenance

- LAGL provide a tailored quotation for each service provided. The labour, operational factors and frequency of visits will affect the quoted price. Any changes to the agreed frequency and/or service may incur additional costs. These will be communicated to the client and agreed before proceeding with any changes to works carried out.
- For regular maintenance work, please see section 3 for payment terms.
- It is our expectation that clients should clear up any pet fouling on the premises prior to our visit. We reserve the right to cancel works on the basis of this expectation not being met, within reason. Any doing so will result in a 100% cancellation charge.
- LAGL reserve the right to engage sub-contractors should a project require them.

10. General

- LAGL will agree on a date and time with you for the works to commence and we shall use our best endeavours to ensure the operative(s) attend on the time and date. However, we accept no liability in respect of non-attendance or late attendance for the late or non-delivery of goods.
- Any date or dates included in our quotation are estimated dates and LAGL shall not be in breach of this agreement for failing to start or finish by any date given. Any changes to dates will be communicated with the client in advance.
- At the point of booking, LAGL will provide a date for the works to be completed. Any change to this date will be communicated with you. Any times given are approximate and are subject to change.
- We shall not be liable for and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result of 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.
- This contract shall be regarded as an English contract and shall be construed and the rights of parties according to the laws of England and Wales. Irrespective of the place of signing this contract, 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.
- Any accidental or malicious damage caused by the client, their children, or any third party during the course of the maintenance may incur an additional repair charge.
- LAGL reserves the right to use any photographs produced by us for any future marketing or displays whilst ensuring the anonymity of the client.
- LAGL has public liability insurance.
- LAGL is a licensed waste carrier.

