



TERMS AND CONDITIONS

// Date 2025

COMPANY: The Landscape Gardener

LOCATION: 125 Sydney St, London SW3 6NR

DESIGN OFFICE: 0207 349 1696

MAINTENANCE OFFICE: 0207 627 2579

ACCOUNTS OFFICE: 01206 212848

1.0 DEFINITIONS

- 1.1 "Client" means the individual or organisation who buys or agrees to buy goods and/or services from the Contractor and who will be responsible for all payments to the Contractor unless otherwise notified in writing prior to commencement.
- 1.2 "Contractor" means The Chelsea Landscape Gardener Ltd
- 1.3 "Contract" means the contract between the Contractor and the Client for the purchase of goods and services incorporating these Terms and Conditions.
- 1.4 "Goods" means the articles that the Client agrees to buy from the Contractor.
- 1.5 "Services" means the provision of landscaping services by the Contractor.
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Contractor.

2.0 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Clients statutory rights as a consumer.
- 2.2 Any variation to these Terms and Conditions, including any special terms and conditions shall be agreed by negotiation between the Contractor and Client and confirmed in writing.
- 2.3 Any errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information used by the Contractor can be corrected in consultation with the client provided that the correction does not materially affect the contract.

3.0 PRICE AND PAYMENT

- 3.1 The Client agrees to pay the Contractor the contract sum together with any VAT properly chargeable upon the contract sum.
- 3.2 A sum equal to 90% of the total Contract value including VAT is to be paid prior to commencement of works as a Mobilisation Payment. Progress payments of the remaining balance will be agreed with the Contractor prior to works commencing.
- 3.3 Payment of the full balance of the total price of the Contract less any sums paid on account shall be made to the Contractor within 48 hours after the final invoice is issued. The Client shall not be entitled by reason of any alleged minor defect to withhold any remaining balance of the amount of the Contract sum.
- 3.4 The Client will pay the Contractor interest at the rate of 1% per month on all outstanding sums from the due date until payment. The Contractor reserves the right to withdraw from the site if any contract payment schedule is not adhered to.
- 3.5 Prices in the estimate will remain fixed until 14 days after the date of the estimate. Acceptance before that date will ensure no increase in the cost of works specified in the quotation. If the cost to the Contractor of carrying out the Contract is subsequently

increased by reason of increases in the cost of materials, labour, and any other factor outside the control of the Contractor, then the Contractor shall notify the Client before undertaking any work to which the increase will apply and the Client may require the Contractor to discontinue the work and shall pay the Contractor only for the work carried out.

3.6 The cost of additional goods or services ordered by the Contractor on behalf of the Client will be agreed in writing and subject to the payment conditions detailed above. Any additional work requested which is not specified in writing within this Contract will only be carried out if a new Contract is entered into with the Contractor (by way of a Variation to Contract Authorisation).

3.7 Title and ownership of materials and equipment will not pass to the Client until payment has been received in full. Legal proceedings may be taken to recover materials and equipment unpaid for.

3.8 The Client can cancel the Contract with reasonable notice and in negotiation with the Contractor provided that all works carried out and all goods intended for the contract which have been ordered must be fully paid for in any event.

If the Client cancels the Contract, they agree to pay any losses and costs the Contractor suffers because of the cancellation. The Contractor can cancel the Contract with reasonable notice and in negotiation with the Client.

3.9 Deposit payments are not refundable. Please be certain that you want us to execute your project before paying any deposit. Once you pay your deposit, we begin to order your materials.

3.10 If you request a cancellation of your project after the deposit is paid, your materials will be discarded, or you can choose to receive the portion of your partial materials deposit paid for that will be delivered to the cancelled project location. Any bulk material will be delivered on the street due to the weight limitations of the delivery trucks and any plant material will be placed on your property at the project location. If a cancellation occurs, payment for any labour that has already occurred will be immediately due.

3.11 For lighting, furniture and enquiries with no labour required, the full amount of the invoice must be paid before the items can be ordered or supplied.

4.0 GENERAL CONDITIONS

- 4.1 We require a minimum of 2 hours per booking
- 4.2 Labour, soil and sundries are estimates only.
- 4.3 Parking, congestion charge (if applicable) and waste disposal charges on top.
- 4.4 Loading and unloading of materials and tools are part of the jobs and therefore chargeable.
- 4.5 Our teams are subject to London traffic and our start times are guidelines only.
- 4.6 Our team might take before and after photos of the garden for our records, which may from time to time be used for marketing purposes. If you would prefer that we did not use photos of your

property, please email us at: landscaping@chelseagardener.com and request to opt out.

The Contractor

4.7 The Contractor agrees to use materials that are suitable for the intended purpose. All materials remain the property of the Contractor until the Contract is completed and fully paid for. If for any reason beyond the Contractor's reasonable control the Contractor is unable to supply a particular item, the Contractor will notify the Client. With the agreement of the Client the Contractor will replace it with an item of equal or superior standard and value.

4.8 All materials surplus to the contract will remain the property of the Contractor and will be removed upon completion of the contract.

4.9 The Contractor will be responsible for the safe storage and positioning of equipment and materials on the site at all times.

4.10 The Contractor will carry out work in accordance with Health and Safety regulations and will take all reasonable steps to minimise environmental disturbance, nuisance, and pollution.

4.11 The Contractor will carry out and complete the works detailed in the contract in a good, timely and workman like manner.

4.12 The Contractor will not accept responsibility for damage to the Client's premises arising from third parties employed directly by the Client. The Client will be liable for any damages to works and or delay caused by third parties employed directly by the Client.

4.13 The Contractor will carry out a site risk assessment and will ensure all health and safety regulations are met.

4.14 The Client confirms that the site is free from known 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 a quotation. The Contractor cannot be held responsible for any unforeseeable or unknown obstructions below ground and any reasonable additional costs incurred by the Contractor as a result of unforeseen or unknown hazards or obstructions will be agreed with the Client in advance. If the Client is aware of unseen obstructions they must notify the Contractor prior to acceptance of a quotation.

4.15 If, following acceptance of the contract, the Contractor discovers any obstruction or hazard which was not reasonably foreseeable this will be deemed to be a factor outside the control of the Contractor and accordingly clauses.

3.5 and 3.6 shall apply. Should the Client 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 Health and Safety requirements, then the Contractor will be entitled to discontinue the work with immediate effect and the Client will pay the Contractor only for work carried out and materials ordered.

4.16 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.

4.17 The Client will allow the Contractor access to the site within the agreed working hours and throughout the stated time period.

4.18 The Client is responsible for providing access to toilet facilities and clean drinking water for the Contractor's Staff. Toilet facilities shall be fulfilled by the hiring of external facilities for the duration of the contract. The cost of this, defined as a separate line item in the quotation, shall be borne by the Client.

5.0 CONSENTS

5.1 The Client is responsible for obtaining any necessary consent for the implementation of works as described in the Contract or specification of works from the local authorities and for ensuring that the implementation of works is in accordance with the provisions of any by-laws. Planning regulations shall not be the responsibility of the Contractor. The Client is also responsible for confirming ownership of land to be worked upon.

6.0 DELAYS

6.1 The Contractor will give the Client an estimate of the duration of the contract but shall not be liable for any delays for any reason

whatsoever that are beyond the Contractor's reasonable control such as adverse weather, or adverse or difficult site conditions not reasonably foreseen by the Contractor. In any such circumstances the Client and Contractor will negotiate an agreed extension of time.

6.2 If the Client wishes to delay the Contract, they must notify the Contractor within seven days of the commencement of the contract.

7.0 PLANTING MATERIAL

7.1 The Contractor will ensure that all planting material and turf is fit for purpose and of the right quality and will ensure that all planting material and turf will be given the correct treatment in order to ensure establishment. On completion of the Contract all responsibility for the ongoing maintenance of all living material is transferred to the Client. The Contractor will not be liable for any damage or deterioration to the living material unless arising from a breach of contract on the part of the Contractor, or failure to discharge his statutory obligations.

7.2 If planting material specified in the Contract is unavailable the Contractor will provide the Client with suitable alternatives. The Client has the choice whether to accept the alternative plant material.

7.3 Bareroot and rootball products do not have a guarantee. We cannot provide guarantee on plants and their survival once they are accepted on site by the client. Plants require ongoing maintenance and care. Manager discretion will be used on a case-by-case basis regarding replacement of larger trees and shrubs that die within 2 months of planting.

8.0 COMPLAINTS

8.1 Any complaint that the Client has arising from the Contract works must be reported to the Contractor in writing within reasonable time of discovery of the problem. The Contractor will properly investigate any complaint received and if the Contractor's work is deemed to be faulty then the Contractor will conduct extra work as deemed sufficient to remedy the fault at no charge to the Client.

9.0 COPYRIGHT

9.1 All original designs, drawings, specifications, photographs, videos and written material remain the property of the Contractor. The Contractor reserves the right to use any such material for promotional purposes or for any other purpose, unless the Client has purchased the copyright.

10.0 FORCE MAJEURE

10.1 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 out of reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from a natural source of supply and the Contractor shall be entitled to a reasonable extension to its obligations.

11.0 CHANGES TO CONTRACT AND TERMS AND CONDITIONS

11.1 The Contract will only be varied with the consent of the Client and the Contractor. The Client is entitled to cancel the Contract if the Contract is varied and the variations are not acceptable to the Client.

12.0 GOVERNING LAW AND JURISDICTION

12.1 This Contract is governed by the law of England and shall be subject to the exclusive jurisdiction of the English Court.

13.0 ACCEPTANCE

13.1 It is important that the Client reads and understands the Terms and Conditions that will apply to the Contract before signing.

14.0 NOTICE OF THE RIGHT TO CANCEL

14.1 Site visits are not refundable.

14.2 For jobs not requiring a deposit, cancellations must be issued

at least 48 hours prior to the start of the job to avoid a cancellation charge.

14.3. Cancellation fee is 50% of the quoted labour fees should the client cancel their booking following acceptance or within 48 hours.

14.4 In addition to the Client's rights under clause 3.7, the Client has the right to cancel the Contract at any time within 14 days of the date on which he receives a signed contract PROVIDED THAT work on the the contract and the preparation of goods for use in the Contract has not commenced, in which case it can only be cancelled if all such works and costs are paid for in full. The Client may cancel the Contract within that 14-day period by delivering or sending (including by electronic mail) a cancellation notice to: landscaping@chelseagardener.com

14.5 The notice of cancellation is deemed to be given as soon as it is posted or sent or, in the case of an electronic communication from the day it is sent, to the Contractor. The Client may use the attached cancellation notice to cancel the Contract.

14.6 If the Client wishes the Contractor to begin work during the 14-day period, it must send a written request to the Contractor. If the Client then cancels the Contract under this clause 14.0, the Client will pay the Contractor for the materials and services it has provided up to the date of cancellation. The Contractor does not have to carry out any work under this Contract during the 14-day period unless it agrees to a written request from the Client to commence work during that period.

CANCELLATION NOTICE

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this notice to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

Email: landscaping@chelseagardener.com

To: The Chelsea Landscape Gardener LTD

I/We [delete as appropriate] hereby give notice that I/we [delete as appropriate] wish to cancel my/our [delete as appropriate] contract ref #xxxxx.

Signed

Name

Address