

SIMSCAPES LANDSCAPING TERMS AND CONDITIONS 2024

These terms and conditions shall apply to and are incorporated in any estimate/quotation and shall be deemed to apply unless expressly modified or excluded in writing by Simscapes Landscaping (hereby known as the Contractor).

1. Scope of Work

1.1 The Contractor shall carry out and complete the agreed landscape project described in the estimate document in a professional and safe manner. The contractor shall have no obligation to execute any further work unless agreed in writing between the parties of the contract. If there is any discrepancy between any specification and any drawing, then the description contained in the specification shall prevail over the drawing.

1.2 The client is responsible for obtaining any necessary planning permissions, access rights, professional ground surveys and parking permits for the works and for the fulfilling of statutory requirements.

2. Estimation

2.1 The estimate is valid for a period of thirty days from the date shown in the estimate and thereafter lapses automatically.

2.2 The Contractor reserves the right to revise and amend the contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond their control. We will always advise and discuss with the client continually through their project to ensure any revisions or amends are advised at the earliest opportunity and a new or amended estimate is submitted in writing.

2.3 The estimate is based on conditions known at the time of viewing. The client is responsible for changes, amends, additional or extra work or unknown issues that can only be uncovered once excavation work begins and any costs associated with unforeseen changes to the estimate.

2.4 EXCAVATION/FOUNDATIONS/ SPOIL Where reasonable inspection of below ground conditions is not possible prior to estimate/quotation, the contractor reserves the right to make fair and reasonable charges for extra costs arising from unknown underground conditions i.e. 'weak or poor soil conditions, poor drainage, unknown pipes

obstructing the project and we will submit a revised estimate for all extra costs if this is identified.

2.5 Acceptance of the estimate involves acceptance of these terms and conditions and will lead to a binding contract between the parties. It should be noted that any attempted or any actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Contractor of any loss or expense incurred as a result, including a claim for loss of profit.

3. Variations

3.1 Variations to the Works as specified in the quotation will only be undertaken when agreed between the Contractor and the Client and upon instructions given in writing by the Client to the Contractor. Oral instructions will not be accepted. It should be noted that site personnel have no authority to alter the contract in any way. The price of any additional work will be based upon costs prevailing at the date of the instruction and in line with the revised/addendum to the estimate/quotation submitted for approval by the client.

4. Payment

4.1 The client accepts that they will pay to the contractor the contract sum.

4.2 All accounts are net and do not provide for any discounts or retentions unless otherwise agreed.

4.3 All accounts are payable upon 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 actual payment.

4.4 The payment schedule shall be as follows;

For estimates of less than £15,000 in value

- A non-refundable deposit of 5% of the original quotation shall be paid by the Client to the Contractor upon acceptance of the estimate by the Client this is due a minimum of 7 days before the agreed date of work commences.
- A stage payment of 60% of the original estimate shall be made by the Client to the Contractor upon commencement of work.
- A final payment of 35% is due upon completion of agreed works. If work is a single day to complete the full payment will be due upon completion of work.

For estimates of more than £15,000 in value

- A non-refundable deposit of 5% of the original quotation shall be paid by the Client to the Contractor upon acceptance of the estimate by the Client.
- A stage payment of 35% of the original estimate shall be made by the Client to the Contractor upon commencement of work.
- A further stage payment of 40% shall be made when requested in writing by the contractor.
- A final payment of 20% is due upon completion of agreed works.

4.5 All materials remain the property of Simscapes Landscaping until the account has been settled in full.

5. The Site

5.1 The client 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 or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to the Contractor prior to the submission date of the estimate. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

5.2 Timely possession of the site and proper and adequate access, parking permissions and/or permits must be arranged in advance and made available by the Client to the Contractor to enable the work to be carried out in a regular and economic manner.

5.3 The Client will provide access to water, electricity and toilet facilities wherever possible for use by the Contractor in carrying out the work agreed. The provisions of these services and facilities shall be at the sole cost of the client.

5.4 The client shall be responsible for ensuring the safety of their children, family members, pets, animals and visitors at all times whilst work is being carried out on their premises.

5.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use.

6. Delay or Disruption

6.1 The Contractor undertakes to use all reasonable endeavours to complete the work 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.

7. Materials on Site

7.1. Materials delivered to site become the responsibility of the Client and the Contractor accepts no loss, damage or expense after delivery of the materials to site for any reason. It is the responsibility of the client to ensure access for deliveries is made available at agreed times.

7.2 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.

7.3 The contractor shall not be liable for any loss or theft of materials from site. Any additional materials required following damage, loss or theft shall be at the Client's expense.

8. Maintenance

8.1 The responsibility for the proper maintenance of the site passes to the Client upon completion of the Works unless otherwise agreed in writing.

9. Warranties

9.1 The contractor guarantees

QUALITY OF ALL WORKMANSHIP Will be in accordance with recognised constructional practice and that materials supplied will be suitable for their intended use. Where normal ground conditions prevail, the contractor warrants a 12- month defects period from the date of practical completion for any workmanship found to be defective due to any cause other than neglect, damage, theft or natural time deterioration and weathering. The contractor is unable to offer guarantees for products supplied outside its own manufacture. Unless otherwise stated, timber supplied will be pressure treated. It should be noted that timber products can be prone to some natural movement in extreme weather conditions for which the contractor can accept no liability.

9.2 The Contractor guarantees that all 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.

9.3 The Contractor guarantees that grass seed supplied has been tested and conforms with current EC regulations. It should be understood that a sward cannot be made in one season and seed cannot be eradicated when the Contractor undertakes to cultivate land. The Contractor cannot therefore take responsibility for subsequent weed growth.

9.4 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.

10. Health & Safety – Covid 19 safe workplace

10.1 We will carry out a Covid 19 risk assessment and share this with the client upon request..

10.2 We will have cleaning, hand washing and hygiene procedures in line with guidance

10.3 We will take reasonable steps to maintain a 2m distance in and around the worksite

10.4 Where people cannot be 2m apart, we have done everything practical to manage transmission risk.

10.5 Any specific requests, responsibilities or details regarding HS&E including Covid19 safety will be detailed to the client within their estimate.

11. Law

11.1 This contract shall be regarded as an English contract and shall be construed and the rights of the parties and all matters arising hereunder determined in all aspects according to the Law of England and Wales.