

Goodwin Gardens



DESIGN. CREATE. MAINTAIN

STANDARD TERMS AND CONDITIONS

Prepared for CLIENT at FULL ADDRESS ("The Property") by Mr A. J. Goodwin, as the director of Goodwin Gardens Ltd (henceforth referred to as Goodwin Gardens).

Under The Law of England, this Landscaping Services Contract (the "Agreement") states the terms and conditions that govern the contractual agreement between Goodwin Gardens (the "Company") having its principal place of business at:

14 New Street
Haslington
Crewe
CW15PN

and **THE CLIENT** (the "Client/s") at the address above, whom agrees to be bound by this Agreement.

WHEREAS, Goodwin Gardens is engaged in the business of offering landscaping services (as defined in the quotation) and the Client desires to retain the services of Goodwin Gardens to render landscaping services conforming to the Client's chosen design and direction according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. The Property

(i) The location at which the Company shall perform such services is located at the Property. The Client warrants and represents that the Client either owns the Property AND / OR holds the authority to engage the Landscaper for the Landscaping Services requested on the Property.

(ii) If the property is rented, it is the clients responsibility to obtain permission for the company's provision of landscaping services. The Client agrees to indemnify the Company from any and all claims or disputes arising from the absence of the property owners permission.

2. Term & Cooling Off Period

(i) The company shall perform the Landscaping Services described herein from the beginning of the project through until the end. No guarantees can be made with regards to weather so no guaranteed start dates or completion dates can be achieved and all times given are of estimated times only.

(ii) Upon accepting the accompanying estimation of works (Landscaping Services) either Party may terminate this Agreement for any reason within 14 days written notice (printed or emailed) to the other Party.

3. Landscaping Services

(i) The company agrees that it shall commission and perform the landscaping services described on the estimated works (the "Landscaping Services") as per the quotation supplied by The Company to The Client.

(ii) In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase. Any extra fee is to be communicated in writing (printed or emailed) by the Company to The Client and payable upon request to Goodwin Gardens by The Client.

(iii) Until full payment has been received for all costs within the quotation, or an alternative arrangement has been agreed and signed by the Client and Mr A. J. Goodwin on behalf of the company, all materials and items supplied belong to and are owned by the Company. Should payment not be received on time and in full, all items supplied belong to the Company and are the sole property of the Company until otherwise paid for.

4. Client Responsibilities

The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed and maintained thus:

(i) Granting access to the site for the purposes of carrying out surveying, site evaluation and complete provision of the landscaping services.

(ii) Accurately appraise the Company as to the boundary lines of the Property to ensure the Company does not encroach on any third party's property. Failure to comply or give false information will be the responsibility of the client and under no circumstances will the Company be responsible for correcting.

(iii) Accurately appraise the Company as to any subsurface utility and service lines including (but not limited to) electrical, telephone, water, TV, gas lines and drainage systems. Any amendments or repairs required, resulting from misinformation, will be the responsibility of the client. Any extra costs incurred by the Company or a third party (appointed in agreement by the Company and the Client) will be chargeable to the client.

(iv) Have a clear and clean passageway for materials, tools, waste and personnel to safely and responsibly enter and leave your premises. And, where skips are required, to be located within a position a 5 metres from the property (unless otherwise agreed).

(v) Safely secure any plant tools and materials left on site whilst works are being completed.

(vi) Provide water and safe electricity supply for the use towards completion of works without restrictions.

(vii) All Specialist Experts that may be required to carry out the survey or technical or legal design elements of the plans e.g. Structural Engineer, Surveyor etc shall be advised in writing by the Company to the Client then resultantly engaged directly by The Client, and settlement of their accounts made directly by The Client.

(viii) Settlement due to new buildings and walling is normal and little can be done to avoid. All settlements must be reported immediately to be tracked and made sure it does so safely. It is the responsibility of the client to inform the Company immediately should any arise. Failure to do so and the problem worsens will be the responsibility of the client and not the Company.

(ix) Any accidental or criminal damage is not the responsibility of Goodwin Gardens but that of the clients insurers. It is not our responsibility to ensure you have insurance but please be advised to inform your insurance company of all works being completed for your own piece of mind.

(x) To pay all invoices on time and in full, sticking to payment schedule where applicable and agreed by both client and the company. The company reserves the right to pause the work program until any outstanding payments are received. Any business costs incurred due to the resulting lack of activity will be billed to the client at a rate of £480 per day plus VAT.

5. Client Responsibilities (Upkeep and Maintenance)

(i) The company will not be responsible should defects arise from poor care after completion of any works and any defect must be made fully aware to the Company as soon as it is noticed. Failure to report any said defects within reasonable time will not be the responsibility of the Company, but the clients. Any damage through neglect is also not the responsibility of the Company and will require proof of defect being caused by poor workmanship on our part.

(ii) Where applicable; all decking, fencing and other wooden items must be regularly cleaned and treated after installation. No responsibility will be taken for splits, green, dirty, or slippery deck boards, or timber items. The risk of injury to client and guests should maintenance not be carried out is solely the responsibility of the client.

(iii) Where applicable; all patio and pointing, all walling rendered surfaces painted surfaces must be regularly cleaned after installation no responsibility will be taken for green, dirty, or slippery slabs, or walling the risk of injury to client and guests should maintenance not be carried out is solely the responsibility of the client.

(iv) Where applicable, with concern for grass seed, planting and turfs:

- The company guarantees that grass seed supplied has been tested and conforms to current EEC or UK Regulations. It should be understood that a sward cannot be made in one season and that several seasons are needed and careful cultivation, weeding and feeding are essential. No land is free from weeds and accumulated weed growth and dormant weed cannot be eradicated in a few cultivation's. Therefore, when the Company undertakes to cultivate land it does not accept responsibility for subsequent weed growth after completion. It will be solely down to the client to upkeep said lawn.
- Plants and turfs supplied by the Company are sourced and supplied at a high standard via independent nurseries. Although the purchase is made by us, we use outside nurseries to supply said planting. This therefore means the responsibility of plants after they are planted is and remains the sole responsibility of the client to maintain feed and water. Any defects prior to planting will be taken up with supplying nursery prior to planting by us.

5. Landscaper Responsibilities

In performing the Landscaping Services, the Company shall be responsible for the following:

(i) Obtaining any permits required to perform the Landscaping Services. EXCEPT ANY PLANNING APPLICATIONS TO LOCAL AUTHORITIES.

(ii) Oversight of the materials to be purchased and delivered to perform the Landscaping Services.

(iii) Clean the property and remove all debris after performing the Landscaping Services via skip or other means chargeable to the client.

(iv) Obtaining liability insurance in a minimum amount of £1,000,000 per occurrence for bodily injury, death, and property damage exclusive of those pertaining to the client responsibilities.

(v) Provide all materials fit for purpose and as described in estimation with exception for items covered by manufacturer's warranties whereby these will be passed to the client for their own registration. Failure to register said items is not the responsibility of the Company but that of the client.

(vi) Install all items fit for purpose or as described by British Standards and / or The Association of Professional Landscapers of BALI.

6. Promotion

(i) The Client hereby authorises the Company to take photographs of the Client's property for the use of record keeping and promotion of the Company at Goodwin Gardens discretion and grants the Company the sole right to the intellectual property of any such photographs.

7. Indemnification

(i) The Client agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Landscaping Services by way of any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client in accordance with client responsibilities defined in clauses 4 and 5 of this contractual agreement.

(ii) The value of any claim otherwise made against the Company shall be limited to the value of monies paid to the landscaper by the client at the time of the claim.

8. Remedial Work

(i) In the event of the landscaping services being substandard or failing, the contractor will be notified of the non-compliant work within 5 working days of the client's concern arising. The contractor has the right to rectify any non-compliant work within their specified time-frame after receiving notification.

(ii) If the contractor fails to remedy the non-compliant work within their specified time frame, the client has the right to engage another contractor to carry out the necessary remedial work.

9. Dispute Resolution

(i) The contractor and the client must seek to amicably resolve any disputes through written communication.

(ii) If a resolution can be demonstrated to not be possible, the costs of an expert witness (expert in the field of landscaping) shall be shared between both parties to foster positive engagement between all parties, providing new ideas, managing expectations, and supporting conflict and problem resolution to ensure a

satisfactory outcome and / or an independent, professional statement of opinion or pre-action report to be agreed between the client and contractor.

(iii) Services of the courts will only be used when all other options and attempts have not been successful.

10. No Modification Unless in Writing

(i) No modification of this Agreement the design, plans or any other item shall be valid unless in writing and agreed upon by both Parties (in writing or email).

11. Payment Schedule

(i) Upon the client's written or verbal acceptance of the quotation for completion of estimated works (Landscaping Services), the client agrees to pay the Company a 5% mobilisation fee on the total value of the quotation. This is refundable by way of covenant two (2) within these terms and conditions, unless the date of this payment is deferred for any reason.

(ii) The remaining funds are to be paid equally in weekly instalments during the schedule of the project. The Company reserves the right to pause or cease work if previously due payments have not been received.

(iii) Upon completion of all agreed works, the Company agrees to request payment for any additional costs of services and / or materials incurred and agreed (in writing) with the client during the agreed business of providing landscaping services.

(iv) If the client has not paid, to Goodwin Gardens Ltd, the full balance of any and all invoices within 7 days (the agreed credit period) of ALL works being completed, the total outstanding balance will be subject to late payment charges.

(v) Unless a sunset clause has been expressly agreed by the Client and the Company, all clauses within this contract remain binding.

(vi) If, without the express agreement of the Company and the Client, the company is prevented from completing the provision of landscaping services, the Client will be invoiced for full and completed payment of the quoted value of works.

The client and the company hereby agree to the above terms and conditions for provision of the quoted landscaping services:

THE CLIENT:

Printed Name:	
Signature:	
Date:	

THE COMPANY:

Printed Name:	
Signature:	
Date:	