

## TERMS & CONDITIONS OF CONTRACT

### DEFINITION:

"The Client" shall mean the person, company or firm buying the services, supplied by "Direct Gardens". "The Materials" shall mean products or goods supplied by "Direct Gardens".

### WARRANT BY CUSTOMER:

"The Client" warrants that the site is free from springs, flooding, tree stumps, covered manhole's, cavities, services pipes, (Electricity, Gas, Telephone, Cable TV, Water, Sewage or Land drains) OR other hazards and obstructions, which are not visible during an initial surface inspection or have not been made known in before the commencement of the contract by "The Client" to "Direct Gardens".

### SPECIAL CONDITIONS:

If any inconsistency between the written terms of the quotation and these written terms; the quotation shall prevail but without prejudice to the validity of these conditions as to all other matters.

"The Client" shall permit "Direct Gardens" to display site boards for the duration of the contract; these shall be placed in a discrete position, not to offend neighbours, obstruct pedestrians, traffic or to become a hazard.

### ADDITIONAL WORK:

Any deviation from the specified quotation, estimate or plan or any work beyond that specified in the said documents which is undertaken at the request and consent of "The Client" shall be charged as EXTRAS.

### CHARGES FOR EXTRAS:

All Extras are the subject of a separate quotation and shall be charged at rates in accordance with "Direct Gardens" ordinary practice of work.

### VERBAL STATEMENTS:

No representation, statement or warranty made by an employee, agent or contractor shall be binding against "Direct Gardens" or affect the contract unless made in writing by "Direct Gardens".

### EXCESS MATERIALS & EQUIPMENT ON SITE:

Materials supplied by "Direct Gardens" shall be at their own risk immediately on delivery to the site and during the duration of the contract. All materials brought on site by "Direct Gardens" which prove to be in excess of the materials required to complete

the contract, will remain the property of "Direct Gardens" and will be removed on completion of the contract by "Direct Gardens".

a) "The Client" shall allow "Direct Gardens" licence to enter the site for removing all other such property left on site by "Direct Gardens" after completion of the contract.

b) Where appropriate "Direct Gardens" will allow "The Client" to purchase excess or additional materials at an agreed cost.

### QUOTATIONS & DESIGNS:

a) Quotations are valid up until the 31<sup>st</sup> of December from the date of issue.

b) If "The Client" produces a drawing, plan or schedule produced for them by someone other than "Direct Gardens" any such design, specifications, measurements and/ or setting out works shall be the full responsibility of "The Client".

c) "The Client" shall be fully responsible for all design, specifications, measurements and/ or setting out works conforming to planning & building regulations or any other statutory requirements and being fit for their intended use or purpose.

d) At "The Clients" request "Direct Gardens" shall produce a hand-drawn scale plan and a visual sketch; plus, a 2nd draft (if required) at an initial cost of £300.00, this is payable to Mr Peter Dunbar (designer & plantsman) on receipt of the drawings.

e) All scale plans and visual sketch will remain the property of "Direct Gardens" until full settlement of the account.

### TERMS OF PAYMENT:

a) "Direct Gardens" shall reserve the right to request a deposit and interim payment/s this being a percentage of the total amount of the written quotation.

b) Unless otherwise stated the final account is payable on completion of the contract and such payment shall be of the essence of the contract.

c) Overdue accounts shall bear interest at 5% of the total amount outstanding for each calendar month during which the total account remains unpaid.

d) "Direct Gardens" shall request a deposit when materials need to be ordered for and paid for in advance, "Direct Gardens" shall inform "The Client" of the total amount due for any such materials, before ordering.

### GUARANTEE:

a) Where a guarantee applies "Direct Gardens" shall reserve the right to withdraw, cancel or declare null and void the guarantee, if any sums of monies remain outstanding.

b) "Direct Gardens" will not guarantee the survival of plants, shrubs, tree's, grass seed and turf, but will ensure that all root-balls are intact and plants, shrubs, tree's, grass seed and turf are well watered, maintained and protected during the period of the contract.

"THE CLIENT" IS IN BREACH OF THE ABOVE WARRANTY:

If in consequence of such a breach; the contract cannot be completed or is by mutual agreement abandoned, as unduly to expensive, "Direct Gardens" shall be entitled to recover their charges in accordance with the work actually done. If the contracted work has been completed, but by reason of the breach of warranty "Direct Gardens" are put to increased costs of labour, materials, plant, and equipment hire, these additional works & costs occasioned by the breach shall be charged as EXTRAS.

Updated 31<sup>st</sup> March 2021.