



01252 517683

sales@lawnturf.net

www.southdownturf.co.uk

76 Coleford Bridge Rd, Mytchett, GU16 6DT
VAT Reg. No. 347 2558 39
Est. 1967

Landscape Construction For Hard & Soft Landscaping

**Standard Terms and Conditions of Contract for Business to Consumer Contracts:
SOUTHDOWN LANDSCAPES & TURF Co**

1.0 DEFINITIONS

- 1.1** "Client" means the individual who buys or agrees to buy goods or services from the Contractor and who will be responsible for all payments to the Contractor.
- 1.2** "Contractor" means Southdown Landscapes & Turf Co 76 Coleford Bridge Road, Mytchett, Camberley, Surrey, GU16 6DT
- 1.3** "Contract" means the contract between the Contractor and the Client for the purchase of goods and services incorporating these Terms.
- 1.4** "Goods" means the goods and materials supplied by the Contractor.
- 1.5** "Services" means the landscaping services supplied by the Contractor.
- 1.6** "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Contractor.

2.0 CONTRACTS

- 2.1** Nothing in these Terms shall affect the Client's statutory rights as a consumer.
- 2.2** The prices in any estimate or quotation issued by the Contractor shall be valid for 30 days.
- 2.3** A Contract will be formed when:
 - 2.3.1** the Client accepts the Contractor's quotation within the period of validity; or
 - 2.3.2** the Client places an order for Goods and/or Services which the Contractor accepts in writing in which case the Client is responsible for ensuring the accuracy of the order and for checking that the Contractor's confirmation is correct.
- 2.4** All Contracts shall be subject to these Terms which shall prevail over any other documentation or communication from the Client.
- 2.5** No variation to these Terms shall be binding unless agreed in writing by the Contractor and the Client.
- 2.6** Any errors or omissions in any sales literature, estimate, quotation, price list, order confirmation, invoice or other documentation or information issued by the Contractor can be corrected in consultation with the Client.

3.0 PRICE AND PAYMENT

- 3.1** The Client agrees to pay the Contractor the price due under the Contract together with any applicable VAT.
- 3.2** Unless otherwise agreed the Contractor's invoices are payable on receipt
- 3.3** For contracts with a value in excess of £3,000 excluding VAT, a deposit of 10% of the total cost is to be paid on entering the Contract and the Client will make progress payments in accordance with the payment schedule agreed by the parties.

3.4 If there is any snagging work to be done following practical completion of the work the Client may hold a retention of 10% of the total price (or such other sum as the parties may agree) but, subject to this, the remainder of the total price must be paid in full on practical completion. The retention shall be paid on satisfactory completion of the work on the agreed snagging list.

3.5 If the Client fails to make any payment by the due date the Contractor may:

3.5.1 cease work on the Contract and remove all unused materials from the site; and

3.5.2 charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time.

4.0 RISK AND TITLE

4.1 The Goods shall be at the Client's risk from delivery.

4.2 Title (ownership) in the Goods will not pass to the Client until the Client has paid for them in full.

5.0 CONTRACTOR'S OBLIGATIONS

5.1 The Contractor agrees to use Goods that are suitable for their intended purpose. All Goods delivered to the site become the responsibility of the Client and the Contractor accepts no liability for loss or damage to the Goods after delivery unless directly caused by the Contractor.

5.2 Goods in excess of the Contract requirements remain the property of the Contractor and will be removed from site upon completion of the Contract.

5.3 The Contractor will be responsible for the safe and legal disposal of all rubbish and debris arising from the Services.

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

5.5 The Contractor will carry out the work in accordance with health and safety regulations and will take all reasonable steps to minimise environmental disturbance, nuisance and pollution.

5.6 The Contractor will carry out and complete the Services in a good and workmanlike manner.

5.7 The Contractor will not accept responsibility for damage to the Client's premises arising from third parties employed by the Client. The Client will be liable for any damage to the work carried out by the Contractor and any delay to the Contract caused by third parties employed by the Client.

5.8 The Contractor will make arrangements for staff welfare facilities unless otherwise agreed with the Client.

5.9 Electrical work is not covered by the Contract unless agreed in writing.

6.0 CLIENT'S OBLIGATIONS

6.1 The Client confirms that the site is free from 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 the Contractor's estimate or quotation.

6.2 The Contractor cannot be held responsible for any unseen hazards or obstructions and any costs incurred by the Contractor as a result of unforeseen hazards or obstructions will be subject to an additional cost which will be agreed with the Client in advance (unless this forms part of the professional services provided by the Contractor, e.g. tree root investigation).

6.3 If the Client does not agree to any reasonable variation to the Contract made necessary by an unforeseen hazard or obstruction in order to complete the Contract and to satisfy any health and safety requirements, the Contractor will be entitled to discontinue the work with immediate effect and the Client will pay the Contractor for the work carried out and any expenses incurred by the Contractor.

6.4 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.

6.5 The Client will allow the Contractor access to the site within the agreed working hours and throughout the period of the Contract.

6.6 The Client is responsible for obtaining any necessary consent for the work to be carried out by the Contractor and for ensuring that the implementation of the work is in accordance with any relevant statutes, regulations or by-laws.

6.7 The Client warrants that he/she is the owner of the site or is authorised by the owner of the site to enter into the Contract.

7.0 DELAYS

7.1 The Contractor will give the Client an estimate of the duration of the Contract. The Contractor shall not be liable for any delays or failure to perform any of its obligations due to circumstances beyond the Contractor's reasonable control such as acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials from a natural source of supply, adverse weather or adverse or difficult site conditions not reasonably foreseen by the Contractor. In any such circumstances the Client and Contractor will allow a fair and reasonable extension of time.

7.2 If the Client wishes to postpone the start date under the Contract less than 7 days beforehand the Contractor reserves the right to charge the Client a short notice delay fee not exceeding 10% of the price due under the Contract.

8.0 PLANTING MATERIAL

8.1 The Contractor does not accept responsibility for the well-being and maintenance of plant material and turf following completion of the Contract although it will provide care notes for the Client to assist with the maintenance of living material. Upon completion of the Contract responsibility for the care and maintenance of all living material is handed over to the Client.

8.2 Maintenance of living material is not included in the Contract unless agreed in writing.

8.3 If plant material specified in the Contract is unavailable the Contractor will suggest suitable alternatives. The Client has the choice whether to accept the alternative plant material.

9.0 COMPLAINTS

9.1 Any complaint that the Client has arising from the Contract must be reported to the Contractor in writing within 7 days of completion of the Contract or such other period as is reasonable in the circumstances. If not so reported the Client will be liable for the full amount of the Contractor's invoice.

9.2 The Contractor will properly investigate any complaint in accordance with the complaint procedure recommended by the Association of Professional Landscapers. A copy of this procedure can be obtained from The Association of Professional Landscapers, Horticulture House, 19 High Street, Theale, Reading, Berkshire RG7 5AH.

9.3 If the Contractor's work is faulty then the Contractor shall re-perform the Services so as to remedy the fault at no extra charge to the Client.

10.0 COPYRIGHT

10.1 Unless otherwise agreed in writing the copyright in all original designs, drawings, specifications, photographs and written material produced by the Contractor remain the property of the Contractor and the Contractor may use any such material for any promotional or other purposes.

11.0 FORCE MAJEURE

11.1 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 beyond the Contractor's reasonable control, including acts of God, strikes, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from a natural source of supply. In such event the Contractor shall be entitled to a reasonable extension to its obligations.

12.0 TERMINATION

12.1 The Contractor may terminate or suspend the Contract with immediate effect by giving written notice to the Client if the Client:

12.1.1 commits any continuing or material breach of these Terms and, in the case of such a breach which is capable of remedy, fail to remedy it within 7 days of the Contractor's written request to do so;

12.1.2 makes any voluntary (or similar) arrangement with his/her creditors, is declared bankrupt or is subject to insolvency proceedings;

12.1.3 fails to pay any amount due under the Contract on the due date.

13.0 GENERAL

13.1 This Contract is governed by the laws of England and any dispute arising under or in connection with it shall be subject to the non-exclusive jurisdiction of the English courts.

13.2 The Contract shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.3 The Client may not assign or transfer the Contract to any third party except with the Contractor's consent.

13.4 Any notice or other information to be given under these Terms should be sent by first class pre-paid post to the other party or by email (provided it is supported by a valid server delivery receipt). The notice will be treated as been received 2 days after the date of sending.

13.5 No waiver of any breach of these Terms shall be valid unless made in writing and signed on behalf of the Contractor.

13.6 If any provision of the Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of the Contract will remain in full force and effect.

14.0 ACCEPTANCE

14.1 It is important that the Client reads and understands these Terms before signing the Contract because, subject to clause 15, they will bind the Client once he/she has signed.

15.0 CANCELLATION

15.1 The Consumer (Information, Cancellation and Additional Charges) Regulations 2013 will apply to the Contract unless the Contract was concluded at the Contractor's business premises.

15.2 The Client may cancel the Contract at any time within 14 days of the date it was entered into (as described in clause 2.3). Information about the Client's right to cancel and a form of cancellation notice are provided with these Terms.

15.3 Subject to clause 15.4, where the Client exercises his/her right of cancellation in accordance with clause 15.2 the Contractor will reimburse all payments received from the Client under the Contract.

15.4 If the Client confirms in writing that he/she wants the Contractor to proceed with the Contract before the end of the cooling off period referred to in clause 15.2, the Client must pay any costs and expenses the Contractor has reasonably incurred in doing so up to the date when it receives the notice of cancellation. To the extent that the payments received from the Client exceed such costs and expenses, the Contractor will refund the excess (if any) to the Client.