

# TW1 Gardening and Property Services Limited

## TERMS AND CONDITIONS

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### 1. Definitions

In these terms and conditions the following definitions apply: the 'Supplier' is TW1 GARDENING AND PROPERTY SERVICES LIMITED; the 'Client' is the private individual or company requesting garden or property services; the 'Project' is the supply of garden or property services at the client's address unless otherwise specified.

### 2. Acceptance of Estimates and Terms

Acceptance of estimates from the Supplier, approval to commence works and access to the Client's premises confirms the Client's agreement to abide by these terms and conditions.

### 3. Engagement

These terms constitute a contract for services between the Supplier and the Client. The terms shall not give rise to a contract of employment between the Supplier and the Client. No variation or alteration to these terms shall be valid unless approved by the Supplier in writing.

### 4. Service Fees, Payment Terms and Review of Fees

The Supplier shall provide the agreed number of days or hours services to the Client at the agreed rate. Further hours, if required, shall be charged at the agreed hourly or daily rate. If during the course of the Project, the Client decides to terminate the agreement, the Client shall pay the Supplier for the number of hours or days worked at the agreed hourly or daily rate. Billing will be immediately following each visit unless otherwise agreed. Payment is due within seven days of the invoice. If the Client does not accept that an invoice is correct the Supplier must be notified within 14 days of receipt, failing which the Client will be deemed to have accepted that payment is due. Fees shall be reviewed annually prior to the anniversary of contract commencement where applicable. Fees are payable for the provision of written estimates. The amount paid will be deducted from the final bill if the Project goes ahead.

### 5. Timescale and Fees

Fees reflect the time spent on the Project and the level of skill and responsibility demanded by the Project. The timescale for this engagement assumes that the Client is available to provide site access, approvals and authorisations to the Supplier that are required for the Project to proceed in a timely manner. If during the course of the Project, it emerges that this is a much larger Project, or that the work required is different to that initially set out, the Supplier and Client shall review the Project and agree what if any impact this has on timescales and fees.

The Supplier shall keep the Client up to date with the number of hours / days worked.

### 6. Missed Appointments

Regretfully the Supplier must make a charge for missed appointments where the Supplier is unable to get access to the Client's garden despite making prior arrangements. The charge is payable if the Supplier has taken all reasonable steps to arrange access in advance of the appointment including but not limited to emailing and texting in advance of the visit. The Supplier reserves the right to charge an hour's fee for each missed appointment plus an admin charge equivalent to 0.5 hour's fee for rescheduling the visit.

### 7. Plants and Other Materials

All plants, compost, mulch, membranes, grit, plant food, paint, timber, screws, and any other materials purchased on behalf of the Client shall remain the property of the Supplier until payment is received in full. Advance payment is required for plant or materials purchases over GBP 50.00. Delivery charges are applicable for all materials purchases made on behalf of the Client.

### 8. Copyright in Planting Design and Garden Design

Copyright in planting lists and garden designs is retained by the Supplier.

### 9. Waste, Litter and Dog Mess

The Supplier is not engaged to remove waste from the site unless otherwise agreed. Clearing of litter and dog mess shall be the responsibility of the Client. If the Supplier has to remove dog mess in order to work effectively a charge of £10 per dog mess shall be added. Should the Supplier's protective gloves be soiled by dog mess, the cost of replacement gloves shall be added to the bill.

### 10. Underground / Hidden Utilities and Services

The Client shall provide to the Supplier a written site plan clearly showing the location of any underground or hidden services that are in the area where the Supplier shall be working. If no written site plan is provided, the Supplier shall not be liable for any damage to any underground or hidden utilities or services or any consequences arising from such damage.

### 11. Existing Plants of High Value

The Client shall provide to the Supplier in writing a list of any plants currently in situ that have a high commercial or

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sentimental value. If no written list is provided, the skilled horticultural team sent by the Supplier shall proceed with routine maintenance and care of such high value plants.

### **12. Queries Following Completion of Work**

Should there be any matters that need to be brought to the Supplier's attention, the Client shall inform the client within 72 hours following the visit. After this time the Client will be deemed to have accepted the scope and quality of the work carried out.

### **13. Limit of Liability**

While reasonable efforts are made by the Supplier to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability, the Supplier is not liable for any loss, damage, cost or expense incurred by the Client in connection with the Project. No responsibility is taken for any act, omission or neglect arising from the implementation by the Client of any recommendations or suggestions offered by the Supplier provided that the Supplier has acted reasonably at all times.

### **14. Public Liability**

The Supplier confirms that it has valid Public Liability insurance to the value of £2,000,000. Policy details available upon request.

### **15. Confidentiality and Conduct**

The Supplier agrees not to divulge to any person any commercial or confidential information provided by the Client at any time during or after the Project. The Supplier agrees not to engage in any conduct detrimental to the interests of the Client during the course of the Project.

### **16. Termination**

This agreement may be terminated on 7 days written notice by either party. If the Client terminates before the end of the Project, fees will be charged by the Supplier as outlined in Clause 4 Service Fees above and are payable within seven days. The Supplier shall inform the Client should there be any reason or circumstance under which it would be detrimental to the interests of the Client or the Supplier for the agreement to continue. The Supplier may terminate this agreement without notice in the event of any act or omission by the Client that frustrates the continued performance of the Supplier's service.

### **17. Severability of provisions, clauses and sub-clauses**

The various provisions and sub-clauses of these terms and relevant Appendices are severable and if any provisions or

sub-clauses thereof shall be held to be invalid or unenforceable, then the unenforceability shall not affect the enforceability of the remaining provisions or sub-clauses of these terms.

### **18. Jurisdiction**

These terms are governed by English law and are subject to the exclusive jurisdiction of the courts of England.