



Commercial and Domestic Garden Maintenance Tree Surgery & Landscaping

Terms and Conditions

To the client: Acceptance of our quotation is also considered acceptance of these terms and conditions, please read them carefully.

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

1.3. Whether spoken or written, I, we or us will refer to VSP Homecare Limited or its employees.

2. Relationship Between the Parties

2.1. The Client engages the Supplier to provide the services specified in these terms and conditions and attached schedules.

2.2. No term of this agreement or course of dealings between the parties shall operate to make the Supplier an employee or agent of the Client.

2.2. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. The Quotation

3.1. The Supplier shall provide to the Client a proposal for the services to be provided ("the Quotation") which shall set out:

a) The services which the Supplier will undertake for the Client.

b) The costs which the Client shall be charged for the performance of the services including:

i. Any fees which the Supplier shall charge.

ii. Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials).

3.2. The Quotation shall be attached to these terms and conditions as a schedule and where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted the content of the Quotation in full.



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4. The Services and the Time and Manner of their Delivery

4.1. The Supplier will provide such services to the Client as are set out in the Quotation.

4.2. The services will be provided to the Client within the timeframe specified in the Quotation to the best of our ability.

4.3. Time frames and dates of delivery are provided for guidance only and the Supplier makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and the Supplier shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

4.4. Any drawings, descriptions, plans, catalogues, promotional materials or concept designs are for the purposes of illustration only, and except where specified otherwise they are approximations and are not intended to be a full and exact representation of the services.

5. Payments

5.1. The contract price is set out in the Quotation, which includes total cost of work to be carried out and any taxes or additional costs or expenses or disbursements which the Supplier may charge to the Client.

5.2. The intervals at which the Supplier may invoice the Client in respect of the whole or an instalment of the contract price are set out in the Quotation. For larger jobs this may include staged payments which, if applicable, will be set out in the quotation and will be due at the end of each completed week or part thereof. (A partial invoice will be provided for these payments upon or before the required due date.)

5.3. Notwithstanding 5.1 and 5.2 above, the Supplier may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials. In this instance the client will be informed of the required additional work and any additional costs incurred by stated additional works and such work will not continue until an agreement has been formed by both parties.

5.4. The Client agrees:



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- a) Not to withhold any sums due to the Supplier.
- b) To settle all invoices raised by the Supplier within the due date set out on the invoice.
- c) To pay to the Supplier such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

5.5. In cases where the client has instructed work to commence on behalf of a third party, the client is responsible for paying the invoice within the due date regardless of how or when they obtain their costs from the third party. Payments withheld by the third party to the client will not be the responsibility of Matts Garden Services as the supplier. Invoices from the supplier are addressed directly to the client and are therefore the direct responsibility of the client to pay in full.

6. Cancellation

In accordance with the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* the Client may cancel this contract within 14 calendar days of signing this agreement (or within whatever extended period the Supplier may specify in the Quotation) and shall be entitled to a full refund of any monies paid to the Supplier, less an amount representing any reasonable administration costs which the Supplier has incurred. Or any work which has already been carried out. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

7. Client's Obligations

7.1. The Client shall be responsible for the correctness of all measurements for products or materials which he gives to the Supplier. Where these measurements are not correct and accordingly materials or products which are ordered or provided by the Supplier are the wrong size, the Client shall bear the expense of rectifying this.

7.2. The Client shall co-operate with the Supplier as may be necessary to facilitate this agreement, including but not limited to:

- a) Permitting the Supplier access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate.
- b) Where the Site is indoors, ensuring that there is adequate ventilation.
- c) Providing for the Supplier such facilities as may be necessary in order to allow him to complete the services.
- d) Following the Supplier's reasonable instructions relating to safety and the state of work which has recently been completed by the Supplier or is in the process of



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being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance.

7.3. The Client shall be responsible for any permissions, licences or consents which are necessary in order for the services to be provided. The Client warrants that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting the Supplier.

7.4. The Customer shall be responsible for identifying the location of any underground pipes or services and advising the Supplier of this. Where the information provided is incorrect, the Supplier shall not be responsible for any damage which results to underground pipes or services and the Client shall bear the cost of rectifying this.

7.5. Once the services have been completed, the Client shall be responsible for the care, wellbeing and maintenance of any plants which are introduced to the Site by the Supplier.

7.6. In the event that we are required to relocate existing plants or shrubs, we will make every effort to ensure the survival of said plant. However we will not be held responsible for the plant dying due to root shock.

8. Suppliers Obligations

8.1. The Supplier shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.

8.2. Whilst the Supplier shall take all reasonable steps to work to the Client's specifications and to provide specific materials where these are requested, he may substitute a suitable alternative where the specific item is not available, albeit that he will inform the Client before he does this.

8.3. The Supplier shall take all reasonable care with the Client's property, including taking reasonable steps to protect existing property during the provision of the services; however, the Supplier shall not be liable for any damage which is caused.

8.4. The Supplier shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.

9. Responsibility and Liability for Services Provided

1. Tree Surgery



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- 1.1. Quotations for tree work are valid for a period of 30 days. After this a second visit will be required and a new quotation will be provided. This may be higher or lower than the first quotation depending on the following;
 - a) Added tree growth between the two visits, including but not limited to a tree coming into leaf, therefore creating more waste to be removed.
 - b) Any outbuildings, greenhouses, planting beds or any other obstacle(s) which may have been erected since the first quotation.
 - c) Any previous access to the tree(s) which has since been blocked off.
- 1.2. Upon accepting our quotation it will be the responsibility of the client to ensure the site in which the work is to be carried out is in the same state and condition as it was at the time of quotation. This includes but is not limited to;
 - a) Any pre-agreed access to the tree(s) to be worked on remains clear and accessible.
 - b) No buildings, structures planting beds or other obstacles have been placed underneath the tree(s) to be worked on or within the access route to or from the site or restricting the removal of waste through the agreed access route at the time of the first visit.
- 1.3. If you are a pet owner, please ensure that our site of work and access to it are free from animal mess prior to our arrival. We understand that the odd one might be missed, however where it is obvious that no effort has been made to clear up, you, the client will be responsible in full for any costs incurred for the cleaning of our kit or clothing.
- 1.4. We cannot and will not work on a neighbour's tree, or work in or from a neighbouring garden, without the full consent of the property / land owner. Please arrange this prior to our arrival (preferably in writing) as failure to do so may result in cancellation of the work or extra charges being added to the quote if the job takes longer than anticipated due to a change in access.
- 1.5. Where advice has been given by us regarding the health and safety of a tree or trees, we accept no responsibility for damage caused either to the tree itself, or to anything that may be damaged as a result of part of the tree breaking away and falling.

2. Re-Planting and New Planting Schemes

- 2.1. All of the plants we supply come from a reputable plant nursery and will be in the best health at the time we supply them. After planting it will be the responsibility of the client to ensure that they remain healthy to the best of their ability. This includes but is not limited to;



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- a) Watering as necessary to ensure the plants do not dry out before they have had a chance to establish.
 - b) Providing adequate protection from animals, predators or extreme weather conditions.
 - c) Following any advice we have given regarding the health and maintenance of any or all plants we have supplied.
- 2.2. Where specific plants have been requested by the client we will do our best to supply them. However, we reserve the right to supply a substitute if the plants requested are not available at the time of purchase. We will confirm this with the client before doing so.

3. General and Micellaneous

- 3.1. Upon our visit prior to quotation, we will, to the best of our ability, inspect the site to ensure we are aware of any problems or issues that may arise. However, if during the work, a situation presents itself which was out of our control we accept no responsibility for extra labour or materials needed to overcome the situation. Any extra costs incurred in the event of these circumstances will be passed on to the client as an addition to the original quote.
- 3.2. In the event that the client is unhappy with any of our work, it is our right to be given the opportunity to rectify the problem before any other company or individual is brought in to do so. Any costs incurred by the client for employing the services of a third party trades person before talking to us about the problem, will be the responsibility of the client to pay.
- 3.3. Any materials supplied by the client remain the responsibility of the client before, during and after installation. We accept no responsibility for the quality or reliability of any materials that have not been supplied by us.
- 3.4. The supplier accepts no responsibility for the quality or reliability of materials specifically requested by the client where this item is to replace one that would otherwise have been provided by the supplier.

10. Property Rights and Assumption of Risk

- 9.1. Any property rights, title or ownership in any property or materials which are used by the Supplier in providing or delivering the service shall remain with the Supplier until the Client has made payment in full in accordance with these Terms and Conditions.
- 9.2. Risk and responsibility for any products or materials which are used in the supply, performance or delivery of the services shall pass from the Supplier to the consumer



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- a) Where the Supplier is responsible for delivering the products or materials to the Client, upon delivery; or
- b) Where the Supplier is not responsible for delivery, at the moment the products or materials leave the Supplier's premises.

11. The Guarantee

10.1. The Supplier provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the services provided under this contract shall be free from defective or flawed materials or workmanship for a period of **Six** months from the completion of the services, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.
- b) Defects or flaws resulting from damage which is not due to defect in the workmanship or materials provided by the Supplier.

10.2. The Supplier shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing re-performing or replacing the services or by refunding to the Client all or part of the monies which have been paid.

10.3. Where the Client considers that the services are defective upon delivery or performance then he shall notify the Supplier of this within **48 hours**, failing which, he shall not be entitled to claim the benefit of this guarantee.

10.4. This guarantee shall not become effective until the Client has paid the Supplier in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

12. Termination

11.1. This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.

11.2. Without prejudice to the above, this agreement may be terminated immediately where any of the following circumstances arise:



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a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains un-remedied and un-rectified **Five** days after such notice.

b) Either party commits a breach of this agreement which cannot be remedied.

c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.

11.3. Upon termination of this agreement the Client shall pay to the Supplier such sums as may represent work done and expenses incurred up to and including the date of the termination.

11.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

13. Disclaimers and Exclusions

12.1. The Supplier shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

12.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Suppliers liability for death or personal injury.

14. Indemnity

The Client shall indemnify the Supplier against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

15. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or Supplier.



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16. Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

17. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

16.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

16.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

16.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (Rights of Third Parties) Act*.

16.6. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

If you have received this by email we will consider written acceptance of our quotation to also be acceptance of these terms and conditions. If you have received a paper copy then please sign and date below and return to us. Thank you.



**Commercial and Domestic Garden Maintenance
Tree Surgery & Landscaping**

Signed: 
Print: Matthew Billings
Position in Company: Owner

Client Signature:

Print Name:

Date: