

# Terms & Conditions

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1. Unless the context indicates the contrary, the following words shall have the following meanings assigned to them.

1.1. Contractor shall mean Forrest Garden Design;

1.2. Client shall mean the Offeror whose details appear on the front thereof;

1.3. Parties shall mean the Contractor and the Client;

## 2. General

Upon signature of the attached quotation by the client, a binding agreement shall arise upon the terms and conditions set out hereinafter. Any stipulation or condition in any order or acceptance by the client which conflicts with these conditions shall be of no force or effort.

## 3. Validity of quotation.

The attached quotation is valid for a period of 14 days. If not accepted it shall become null and void.

## 4. Terms of payment.

A deposit of 50% of the total is payable on acceptance of this quote and there will be a stage payment through the construction of 25%, the final balance is due on completion. If at any time during the agreement the terms of payment are not adhered to, the contractor reserves the right to cancel all outstanding work or uncompleted work, and the client shall be obliged to make payment of the outstanding amount. The ownership of the goods shall remain vested in the contractor until the goods have been paid for in full. 25% is payable on handover. All design work is payable before construction of the project commences.

## 5. Access.

The client undertakes at all times to give access to the garden, to the contractor to carry out the contract. Interference or obstruction from other contractors employed by the client may cause delays and/or damage, for which we shall not take responsibility. Costs of any such delays will be for the clients account. .

## 6. Risk.

The risk of loss or damage to plants and materials

shall pass to the client from the time of delivery of the plants, and the contractor shall not be responsible beyond this point. For example any damage to plants by hail, theft or other natural forces out of Forrest Garden Design control will be for the clients account.

#### 7. Defects.

In the case of plants or products being defective, the client shall within 30 days after hand over, report this to the contractor in writing. Every Endeavour shall be made to replace the defective plants/products, with the same or similar. Such obligation on the contractor is subject to the client having carried out the correct care and maintenance. Any replacements of plants or products after the 30 day period will be for the clients account.

#### 8. Underground risk.

Unless a site plan is given to the contractor stating clearly where all pipes, cables etc. are situated, no responsibility shall be held by the contractor. Any damage arising shall therefore be for the clients account. However we shall Endeavour to avoid this situation from occurring. Should underlying rock or building rubble be found after quotation, the contractor will re-evaluate the situation and calculate the cost implications. This shall be for the clients account, over and above the original quote.

#### 9. Building and Construction.

Building and Construction costs are based on estimated linear meters or square meters as the case may be. Should any changes to the design require additional construction, these will be for the account of the client.

#### 10. Mature Trees and plants.

Forrest Garden Design will quote on large trees ex ground (i.e. mature trees) if the client requires this. The client must be aware that there is a higher risk of these larger trees dying and the contract of purchase shall be directly between the supplier of the said large trees ex ground and the client with Forrest Garden Design facilitating. Any guarantees shall be provided between the client and the supplier.

#### 11. Water Features.

The pumps are supplied subject to the manufactures guarantee which is one year.

All other water feature components are supplied with a 30 day guarantee after handover date

#### 12. Structural Construction.

Any structural construction by Forrest Garden Design, for example retaining walls, paving, decking, ponds and fencing will have a one year guarantee. This will cover any defects from workmanship but will not cover any third party damage and accidental damage.

### 13. Drainage.

Any additional work required during the course of the project for drainage purposes will be for the clients account.

### 14. Electrical Work.

Electrical work is supplied with a 30 day guarantee. Any replacements or repairs thereafter will be for the client's accounts. This includes the replacement of globes and consumables.

### 15. Materials

Forrest Garden Design will provide pictures or samples to the client for paving to be used. The client's agreement to the use of these products will be required before we install. Costs relating to any changes thereafter will be for the clients account. The ownership of the goods shall remain vested in the contractor until the goods have been paid for in full where upon ownership and liability will be passed over to the client.

### 16. New Housing developments /Building Sites.

It is the responsibility of the developer to clear the sites prior to project installation. However, should the client wish to have Forrest Garden Design clear the site this will be quoted for. Any costs incurred by Forrest Garden Design as a result of the developer will be for the clients account. This includes but is not limited to: rubble removal, delays, damage to plants or products, and any other additional cost incurred by Forrest Garden Design. We generally recommend that the project commences when the builders have completed and are off site.

### 17. Change Management.

The quote is detailed to provide a transparent schedule of costs to the clients. Any changes thereto will require changes to the quote and additional costs relating to these changes will be for the clients account. Forrest Garden Design will Endeavour to ensure that the client is informed of such costs during the course of the project. All details of such costs will be provided to the client in detail.

### 18. Liability

The contractors liability for damage caused by it, its employees or sub-contractors, shall be covered by the relevant contractors or sub contractors liability insurance for the duration of the project, once the project is complete and signed off by both parties the site will then be handed back to the client and all liability to Forrest Garden Design or its sub contractors be removed.

Forrest Garden design has public liability insurance for £5,000,000.

#### 19. Force Majeure

Neither party shall be under any liability to the other party for any loss, damage, injury, delay or failure to perform any obligation hereunder if the same is wholly or partly caused, whether directly or indirectly by circumstances beyond its reasonable control.

This agreement constitutes the entire agreement between the parties and the client acknowledges that there are no collateral oral agreements or conditions in any way varying this contract, Any terms or conditions varying, or consensually cancelling this agreement shall be in writing and signed by both parties hereto.