|  |  |
| --- | --- |
|  | James Spence  Ultimate Gardenscapes  M: 07983 396907  T: 01525 794520  E-Mail: Info@uniqueresinuksurfacing.com  Web: www.uniqueresinuksurfacing.com/landscaping-services  Fb- www.facebook.com/ultimategardenscapes |

Ultimate Gardenscapes: Terms and conditions contract

In the absence of any specially agreed, written conditions, the following terms and conditions shall apply to all contracts entered into and undertaken with the company. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and thus, in the event of a dispute, the parties may only seek remedy via an arbitrator appointed by the parties, and where in default of the agreement, by the president for the time being R.I.B.A whose decision shall be both final and binding. Such reference shall be a submission to the Arbitration Act 1950 and/or statutory modification or re-enactment thereof. If said dispute procedure proves to be ineffective, the matter must be brought to the exclusive jurisdiction of the English Courts for review. If any provision of this agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.

Ultimate Gardenscapes part of Unique resin uk surfacing reserves the right to amend and alter the Terms and Conditions at any time as they see fit but this shall not operate with a retrospective effect on any pre-existing contracts. It is the responsibility of the buyer to ensure that they have read and understood the terms and conditions and that by undertaking to use the services of the seller, it is implied that they are bound by and agree to the terms.

1:1 All work undertaken will be discussed and agreed from the quotation provided prior to the start date and all work will be completed from the original design by unique resin uk surfacing, unless otherwise agreed.

The estimate/original price for work includes all materials and labor where stated from original design.

Our working hours are typically 8:00am-17:00pm. These times may change during the winter months.

Pay structure

Once you have agreed to book your project in ultimate Gardenscapes part of unique resin uk surfacing will email our pay structure /booking fee/ deposit invoice.

The booking fee / deposit payment is due immediately to secure your date. This will be used for arranging various order forms, purchase part of stage 1 material/ hire machinery (this includes arranging grab lorries), pay for the ground works team, administration, which is necessary for the construction of the work.

Day 1 Due on day 1 of your project an invoice will be issued. The invoices will be due on that day by end of day.

Completion invoice will be issued once all works are complete. This will be due no later than 48 hours after completion. . All goods,/materials whether supplied or installed remain the property of Unique Resin uk surfacing LTD until full payment has been made against them, failure to pay for these goods/service/materials can result in removal of the supplied items/materials Later than 7 days £100.00, later than 14 days £200.00. Later 21 days £250. Later 28 days £300.00 +

In certain circumstances ie extras are added or loss of trust we will ask for completion payment prior to completion. We reserve the rights to do this.

All goods,/materials whether supplied or installed remain the property of Unique Resin uk surfacing LTD until full payment has been made against them, failure to pay for these goods/service/materials can result in removal of the supplied items/materials. A charge will be issued.

Please note: We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Payment methods are debit card, or by BACS (Internet bank transfer) cash.

The work is substantially complete when all items described in this contract have been constructed, installed or disposed of (if this is agreed in the estimate)

Substantial completion shall not include adjustment, repair, replacement or cleaning of any item so constructed or installed after final inspection. Requests for adjustment, repair, replacement or cleaning of any constructed or installed item shall not be the cause for delay of final payment, but rather shall be considered warranty items.

Alterations or Changes

If any addition and/or alterations to the schedule/project shall be properly treated as variations and subject to written instructions and additional payments may be required to cover the agreed changes. The client agrees that necessary extra purchases of a total up to £50 can be made without verbal or written consent, anything greater than £50 will be discussed with the client before purchase. Written in a separate quotation or email.

If the client adds extra work to the planned agreement then this will be chargeable immediately. Depending on the extras we may have to return at a later date to complete.

All, or any special conditions, of which Ultimate Gardenscapes/ unique resin has been informed, are noted in the quotation.

We are not able to accept responsibility for the well-being and maintenance of living plant material, including turf, following practical substantial completion. If necessary we reserve the right to substitute any plant with another of equal value and growth/habitat/color in accordance with the specification. In regards to any landscaping work that involves digging - such as patios, artificial grass, drives or any other digging, nearby to trees, shrubs, flowers, plants etc. we cannot be held responsible if roots are in the way and need to be cut to complete the work.

Completion

Upon completion you will be sent a after care maintenance guide informing you the client of any maintenance and aftercare this must be adhered to if not it will result in all guaranties being void.

A guarantee depending on what works will be carried out will be emailed. Please ask for more details on what guarantee you will be receiving prior to start.

All machinery remain the property of unique resin uk surfacing and will be removed from site upon completion.

All goods,/materials whether supplied or installed remain the property of Ultimate Gardenscapes part of Unique Resin uk surfacing LTD until full payment has been made against them, failure to pay for these goods/service/materials will result in removal of the supplied items/materials. Court action. All guarantees will be void.

Client responsibilities

It is very important and the sole responsibility of the Client to ensure we are made aware of any special/statutory bylaws/conditions/permissions that may be involved.

We accept no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws/ permits or regulations have been applied before commencement of any works. This is the client’s responsibility only.

The client will need to provide water and electricity, if needed at no extra charge to ultimate gardenscapes part of unique resin uk surfacing

The client will be responsible for all payments to ultimate Gardenscapes part of unique Resin uk surfacing unless otherwise notified in writing prior to commencement.

CLIENT ENTERS SITE AREA AT OWN RISK. Whilst we are on site and when we are off site we take no responsibility if this is not adhered to.

Delays

Weather conditions or other delays may cause the delay of the start date of the contract. This will not affect the original, agreed price. You will be informed within 24 hours of start.

Delays caused by other companies on site may cause work to be rescheduled and charges may occur in certain circumstances.

If we need to delay your project due to the weather, there is a delay to our schedule, shortages of materials. We will inform you in the first instance and update through out. Delays will not affect the original price.

.

Cancellation

Booking fee and Deposits are strictly non refundable.

In the event that the cancellation occurs once work has commenced you will incur additional charges and will be invoiced immediately.

Notification by mail or post is accepted. Failure to do so will lead to an additional 15% charge of the original quotation, plus other charges and the non-refundable deposit.

In certain circumstances a partial deposit maybe returned but this will be down to the companies’ desecration.

1.2 The contract contains the entire understanding and agreement between the parties.

We will be entitled to suspend performance of, or terminate the contract if the client fails to pay any sum due to us, or becomes abusive.

in accordance with the payment terms, or is in breach of these terms, or becomes bankrupt, in which case we shall be entitled to payment for all the work carried out and for all goods supplied to the date of the termination or suspension of the contract, and to retain any deposit or interim payment made towards this. In regards to abusive behavior this will not be tolerated and may result in unique resin uk surfacing walking off site, please note that any money obtained at this point will not be refunded.

Maintenance is not included in the contracts unless specified. Please let us know if you would like a separate quote for regular maintenance.

We shall not be liable for any defects or damages arising from the client’s own actions or lack of care, including without limitation, deliberate damage, removal or other abuse or damage caused by the client.

If you accept the proposal we will ask your consent to use photographs of your project prior to publishing.

All paperwork will be sent after completion payment is made, All documents must be adhered to failure to do so will result in all contracts and guarantees voided. And no further action can be taken against Ultimate Gardenscapes part of unique resin uk surfacing .

Many thanks.

Ultimate Gardenscapes/ Unique resin uk surfacing

