

TW1 Gardening and Property Services Limited

TERMS AND CONDITIONS

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 of 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 immediately follow each visit unless otherwise agreed. Payment is due within seven days of the invoice. For regular maintenance services, the Supplier reserves the right to request payments by monthly standing order. If the Client wishes to query an invoice 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 by the Supplier usually before the first visit of the calendar year unless otherwise agreed.

5. Monthly Standing Orders

For regular maintenance services, the Supplier reserves the right to request payments by monthly standing order. Amounts and payment dates will be calculated and agreed by the Supplier and Client in writing.

6. Fees for Written Estimates

Fees are payable for the provision of written estimates. The amount paid will be deducted from the final bill if the Project goes ahead. The Supplier shall request the Client's written acceptance of the estimate and terms of business before undertaking any work. The Supplier does not provide fixed price quotes but instead prepares itemised estimates of the number of hours needed to complete a Project along with an estimate for the necessary plants and materials.

7. Payment by Instalments for Large Projects

The Supplier shall provide the Client with a payment schedule for large Projects. Projects shall commence when the first payment is received by the Supplier.

8. Late Payment

The Supplier reserves the right to suspend or cease services if payment of an invoice is unduly delayed. No responsibility is taken for any act, omission or neglect arising from the suspension or cessation of services by the Supplier provided that the Supplier has acted reasonably at all times.

9. Timescale and Fees

Fees reflect the time spent on the Project, the level of skill and responsibility demanded by the Project, the importance of the advice provided, and the lifetime contract value of the Project. The timescale for the Project assumes that the Client is available to provide the necessary site access, approvals and authorisations to the Supplier for the Project to proceed in a timely manner. If during the course of the Project, it emerges that the Project is larger, 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 updated regarding the number of hours / days worked.

10. Copyright in Planting Design and Garden Design

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

11. Missed Appointments

Regretfully the Supplier must make a charge for missed appointments where the Supplier is unable to access 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 for example by emailing, calling or 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.

12. 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.

13. Waste, Litter and Dog Mess

The Supplier is not required 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

TW1 Gardening and Property Services Limited

TERMS AND CONDITIONS

to remove dog mess in order to work effectively a charge of £10 per dog mess shall be added. Should the Supplier's work gloves be soiled by dog mess, the cost of replacement gloves shall be added to the bill.

14. 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.

15. 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 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.

16. Queries Following Completion of Work

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

17. Exclusion of Liability

From time to time the Supplier shall provide the Client with details of other companies for example tree surgeons that will be directly engaged by the Client. The Supplier accepts no responsibility in relation to the work of another company and will not be liable for any loss or damage caused by them.

18. Limit of Liability

All reasonable efforts will be made by the Supplier to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability. However 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.

19. Public Liability

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

20. Professional Indemnity

The Supplier confirms that it has valid Professional Indemnity insurance to the value of £500,000. Policy details available upon request.

21. Living Plant Items: Warranty

The Supplier warrants that all living plant material is supplied in a healthy condition from plant nurseries registered with the UK Plant Health Service. Should any living plant material installed by the Supplier fail within twelve (12) months from the date of planting, the Supplier shall offer a one-time replacement of the failed plant with a specimen of similar size and value. The Supplier cannot accept responsibility for plant failure due to client neglect, damage whether accidental or otherwise caused by parties other than the Supplier, malicious damage, pest damage, extreme weather events, flooding or other contamination or run-off from neighbouring properties, or acts of nature.

22. 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 for the duration of the Project.

23. 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.

24. 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.

25. Jurisdiction

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