



Terms and Conditions of Contract of **Creative Gardening Solutions Ltd** ("the Company")

In consideration of the sums payable by the customer ("the customer"), the Company agrees to undertake the work specified for the customer on the following terms and conditions:

1. **Entire Agreement** - These terms and conditions contain all the terms which the Company and the customer have agreed in relation to the work to be undertaken and the customer acknowledges that these terms and conditions have not been entered into in reliance on, nor has the customer been given any other warranty, statement, promise or representation made on or behalf of the company.
2. **Variation and Amendment** - These terms and conditions may only be varied or amended in writing and only if signed by each party or main duly authorised representative. "Writing" includes any form of communications effected by post, fax or e-mail.
3. **Right to Cancel** – The customer has the right to cancel this contract within 14 days without giving any reason; the cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, the customer must inform Creative Gardening Solutions of their decision to cancel this contract by a clear statement e.g. a letter sent by post, fax or email. To meet the cancellation deadline, it is sufficient for the customer to send a communication concerning your exercise of the right to cancel before the cancellation period has expired.
4. **Effects of Cancellation** – If the customer cancels this contract, the Company will reimburse the customer all payments received, including the costs of delivery. The Company may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by the customer. The Company will make any reimbursement without delay and no later than 14 days.
5. **Performance of Services during the Cancellation Period** – If the customer has requested to begin the performance of services during the 14 day cancellation period and wishes to cancel, the customer shall pay the Company an amount which is in proportion to what has been performed until the customer has communicated their cancellation from this contract, in comparison with the full coverage of the contract. A right to cancel will be lost if a request for the service to start during the 14 day period is made and the work is fully completed within that period.
6. **Prices and Quotations** - The price payable for the work and any goods supplied by the Company will be the price as quoted by the Company ("the quotation"). The quotation will only be valid for sixty days from the date stated on the quotation in writing.
 - 6.1 The quotation is based on the condition of the site where the work is to be completed at the time the quotation is prepared. If the condition of the site changes before the work starts, the Company will advise the customer in writing and will be entitled to charge for any additional work involved with dealing with the change of condition of the site.
 - 6.2 If the customer requires a variation in the work or requires additional work to be undertaken, the Company and the customer will agree a revised quotation of the work and the customer's written agreement to the revised quotation will constitute an agreement to carry out any additions or variations to the work on these terms and conditions.
7. **Payments** - Subject to these terms and conditions, payment for all of the services of the Company must be made in full within 30 days of the date stated on the issued invoice. All payments will be made in full without any set-off and without any deductions. Any sums payable by the customer will be exclusive of any VAT which may be chargeable. VAT will be payable in addition to any sum or sums payable for the work on delivery of a valid VAT invoice.
8. **Risk** - Any goods supplied to the customer will remain the property of the Company until the goods have been paid for in full by the customer, but risk of damage or loss to goods will pass to the customer on delivery or deemed delivery to the customer.
9. **Delays to Work** - The date for commencement of the work is as agreed between the customer and the Company, but the Company will not be liable for any loss resulting from delays to the work.
10. **Customer's Obligations** - The customer must:
 - 10.1 Notify the Company of the position of any underground services crossing the site where the work is to be undertaken and provide a plan showing the exact locations of underground services. Unless the customer complies with 10.1, the Company will not be liable for any damage to underground services as a result of negligence howsoever caused and the customer will indemnify, keep indemnified and hold harmless the Company from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss, damages, claims, demands, proceedings or legal costs and judgements which the Company incurs or suffers as a result of damage to underground services.
 - 10.2 Remove any power lines, telephone or other cables which may interfere with the work or which may cause injury or damage to any of the Company's employees or sub-contractors.
 - 10.3 Inform the Company if any of the trees affected by the proposals are not in the ownership of the appointing Client.
11. **Company's Obligations** - The Company will:
 - 11.1 Take all reasonable precautions to prevent damage to gates, fences, walls and paths on the site where the work is undertaken, but does not accept responsibility for damage caused to the site, which occurs in the proper and reasonable execution of the work.
 - 11.2 Supply all trees, shrubs, plants and other materials in good condition and of a quality consistent with the standards either specified by the customer or stated in the quotation.
 - 11.3 Ensure affected trees will be subject to a Local Authority search to establish the presence of Tree Preservation Orders or Conservation Area designations both of which afford them legal protection. Please note, if the Company undertakes the necessary application/notification an appropriate administrative charge of £25 may be incurred. Similarly a charge may be incurred for obtainment of a Forestry Commission felling licence if required. The Company will not be liable for:
 - 11.4 Any subsequent maintenance to the site following completion of the work unless this is specified in the quotation.
 - 11.5 The replacement of any trees, shrubs or plants which fail to take due to adverse weather condition, vandalism or damage to or lack of care by the customer or for any other cause unless the failure was due to the Company's negligence.
 - 11.6 The death of a tree owing to heavy reductions / pollarding, even when this is a repeat operation.
12. **Claims and Complaints** - Any claim or complaint made by the customer must be made in writing and must be made within 30 days from the date the work is completed. Claims or complaints should be sent to: Creative Gardening Solutions, Unit 17 Central Park, 303 Halesowen Road, Netherton, Dudley, DY2 9NW.
13. **Force Majeure** - The Company will not be liable to the customer for any failure to carry out or delay in carrying out the work or for any consequences of any failure or delay if it is due to any event beyond the reasonable control of the Company, including without limitation acts of God, explosions, terrorism, strikes, lockouts or other industrial disputes, default or delays of suppliers or sub-contractors, breakdown of plant or machinery or any other acts, events or omission beyond the control of the Company.
14. **Insurance** - The Company will maintain Public Liability insurance cover in the sum of £5,000,000.
15. **Sub-contracting** - The Company may sub contract any or all of its rights and obligations to do the work under these terms and conditions.
16. **Work Standard** – All works are to be completed in accordance with British Standard 3998: Recommendations for tree work, where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point. Sites will be generally left "clean, tidy and safe" but because of the very nature of works, including the production of wood dust, wood chippings etc. Sites may not be as it was prior to commencement of works.
17. **Stump-grinding** will be to a depth of 300mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified.