

DJ Landscapes & Property Maintenance Terms and Conditions

These terms and conditions shall apply to and are incorporated in any quotation and shall apply unless expressly modified or excluded in writing by DJ Landscapes & Property Maintenance, hereby known as 'The Contractor'. The customer, either a company or individual, is hereby known as 'The Client'.

1. Scope of Work

1.1 The Contractor shall carry out and complete the work described in the quotation document in a good and professional manner. They have no obligation to execute any further work unless agreed in writing between the parties of the contract.

1.2 The client is responsible for obtaining any necessary planning permission for the works and for the fulfilling of statutory requirements.

2. Quotation

2.1 The quotation is valid for a period of thirty days (30) from the date shown on the quotation and will expire automatically.

2.2 The Contractor reserves the right to increase the contract should the date for completion of the contract become unable to attain for reasons wholly or partly beyond their control (e.g. unforeseen issues with ground, tree roots etc.)

2.2.1 In the event that the date of completion is required to change The Contractor will inform The Client of this as soon as possible and a new date of completion will be set.

2.3 The quotation is based on conditions known at the time of viewing. Upon agreement of The Client they will be required to pay any extra works, or costs due to unknown difficulties or changes, which are not within the quotation.

2.4 Acceptance of the estimate involves acceptance of these terms and conditions and acceptance of the terms in the general guarantee document. This will lead to a binding contract between the parties. It should be noted that any attempted or any actual cancellation thereof by The Client may involve The Client in a claim for recovery by The Contractor of any loss or expense incurred as a result, including a claim for loss of profit.

3. Variations

3.1 Any variations to the works specified in the quotation will only be undertaken when agreed between The Contractor and The Client. Instructions should be given in writing (unless agreed with by The Contractor) by the Client to The Contractor and in most circumstances oral instructions will not be accepted. The price of any additional work will be based upon costs prevailing at the date of the instruction.

4. Payment

4.1 The Client accepts that they will pay to The Contractor the contract sum together with any Value Added Tax (VAT) properly chargeable upon the contract sum. Any VAT chargeable will be detailed in the initial quote.

4.2 Upon acceptance of a provided quotation The Contractor will request payment of the costs of materials, waste and 10% of quoted labour charges. The remaining 90% of labour charges will be payable on completion of the works unless the job runs for a period of longer than six (6) quoted days. **cont. section 4.3.**

4.3 Where quoted work is scheduled to take longer than six (6) days, payment for 40% of labour charges will be requested from The Client. Any additional payment will be deducted from the total remaining labour charges (i.e. 10% paid at initial payment, 40% paid after six (6) days will leave 50% of labour charges remaining).

4.4 All accounts are net and do not allow for any discounts or retentions unless otherwise agreed. In most circumstances any discounts will be detailed on the quotation document.

4.5 All materials purchased by The Contractor remain the property of DJ Landscaping & Property Maintenance until the account has been settled in full.

5. The Site

5.1 The Client agrees to the best of their knowledge that the site is free from springs, flooding, rock, tree stumps (not specified to be removed), covered wells or other cavities, service pipes and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or, have been made known in writing to The Contractor prior to the submission date of the quotation. The Contractor is entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

5.2 Proper and adequate access to the site must be made available by The Client to The Contractor to enable the work to be carried out in a regular and timely manner.

5.3 The Client, where possible and/or required will provide access to water, electricity, and toilet facilities wherever possible for use by The Contractor in carrying out the work agreed. The provisions of these services and facilities shall be at the sole cost of The Client.

5.4 The Client shall be responsible for ensuring the safety of their children, family members, pets, animals, and visitors at all times whilst work is being carried out on their premises.

5.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use.

6. Delay or Disruption

6.1 The Contractor aims to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall The Contractor incur any liability and/or cost for any untimely performance or delays arising from unforeseeable circumstances (e.g. tree roots, unusually hard ground etc.), adverse weather conditions or events beyond The Contractors reasonable control.

7. Materials on Site

7.1 Materials delivered to site become the responsibility of The Client and The Contractor accepts no loss, damage, or expense after delivery of the materials to site for any reason, unless in the event of improper handling/improper use.

7.2 All materials brought to site which prove to be in excess to The Contractor's requirements (e.g. slabs, fence posts, sleepers etc.) shall be removed from the property by The Contractor upon completion of the works. If The Client would like to retain any materials, for any reason, they are entitled to do so at no cost to either party. The responsibility for the correct disposal of the materials left behind becomes the sole responsibility of The Client.

7.3 The Contractor shall not be liable for any loss or theft of materials from site. Any additional materials required following damage, loss or theft shall be at the Client's expense, unless in the event of improper handling/improper use.

8. Maintenance

8.1 The responsibility for the proper maintenance of the site passes to The Client upon completion of the Works unless otherwise agreed in writing.

8.2 Ensuring correct maintenance of any materials, plantings or turf is the responsibility of The Client. At any time, The Client can contact The Contractor for free advice on the best way to do this. Any requirements from The Client for The Contractor to visit the property and undertake maintenance work will incur cost payable by The Client to The Contractor.

9. Warranties

9.1 The Contractor provides a limited twenty-eight (28) day general guarantee for all works completed. Terms and details of this guarantee are available online and a hard copy can be requested at any time.

9.2 The Contractor guarantees that all plants and trees supplied are healthy when planted. Responsibility cannot be accepted for loss after planting since subsequent site conditions are beyond The Contractor's control.

9.2 The Contractor guarantees that grass seed supplied has been tested and conforms with current EC regulations. The Contractor cannot take responsibility for subsequent weed growth.

9.3 The Contractor accepts no liability for any negligent act or omission or any default under this contract, save for injury or death caused by the negligence of The Contractor.