



GARDENLINK

CREATING DISTINCTIVE LANDSCAPES

TERMS AND CONDITIONS OF CONTRACT

1. These Terms and Conditions of Contract set out the terms and conditions under which Gardenlink Limited ('we/us/our') will supply to the customer ('you/your') the landscape goods and services which you have ordered from us. They apply subject to anything to the contrary which may be agreed between us and you, provided that it is recorded in writing and signed on our behalf. Our staff on site have no authority to agree any variation of these terms or the specification of goods and services to be supplied.
2. The landscape goods and services to be supplied are as set out in our written quotation to you. We will not supply anything, and we will undertake no work, unless it is included in that written quotation or an amendment has been recorded in writing and signed on our behalf. If there is any variation or inconsistency between the specification of goods and services set out in the quotation and any drawing, the specification shall prevail.
3. Your acceptance of our quotation will establish an agreement between you and us, which cannot be cancelled or ended before it is completed. Our quotation must be accepted within 60 days after the date it is issued or it will lapse.
4. In preparing our quotation we will rely on the accuracy of any plans or drawings you give us and our visual inspection of the site. We reserve the right to make changes to the specification to correct any inaccuracy, to comply with any applicable safety or other statutory requirement, or to deal with any hazards, obstructions or services not reasonably apparent from our visual inspection.
5. Any plans or drawings we produce for you may not be copied or made use of without our consent.
6. You will be responsible for obtaining all planning consents, Building Regulations approval or other consents or permissions (both private and public) necessary to enable the work to be undertaken.
7. You will also be responsible for ensuring that all facilities we require to carry out work at the site are made available to us when needed, including power and water, and that the site is prepared ready for work to begin. Our quotation is based on the fact that we will have full and unrestricted access to site for the agreed duration. If, through no fault of our own, we have to stop works and pull off site, costs will be chargeable and all site meetings or inspections which we make to facilitate the re-start will also be chargeable. You will also be responsible for providing free parking for one vehicle or pay the cost of parking while work is being undertaken.
8. Materials stored on-site while work is being undertaken will be at your risk and you must provide adequate secure storage for such materials as well as storage for rubbish to be removed from site. Ownership of materials including plants will not pass to you until we have been paid in full.
9. Natural materials including plants are subject to variation, both from any sample shown to you and following installation. While we will do our best to ensure that materials and plants supplied are in accordance with any sample, we will not be responsible for any such variation. Where materials or plants are not reasonably available at the time works are undertaken, we reserve the right to substitute others of reasonably equivalent quality, value and suitability.
10. Payment of the quoted price must be made to us as set out in the quotation, the payment schedule detailed on the Acceptance Form and the terms stated on the invoice. We will send you a VAT invoice for each payment. The specified deposit must be paid before the quotation can be accepted. If any payment is not made when due, we will be entitled to suspend work until after the payment has been made.
11. If any payment is overdue we reserve the right to charge interest at the rate of 5% per annum above Barclays Bank plc base rate from time to time from the due date to the date of payment.

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GARDENLINK LTD Unit 13, Courtlands, Antlands Lane, Shipley Bridge, Surrey RH6 9TE

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Registered Office: 49 Weathercock Close, Woburn Sands, Bucks, MK17 8ST VAT Registration No: 771 276 419

Company Reg: 4177208



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12. You will be entitled to cancel your agreement with us if:
 - We do not start work on the commencement date agreed with you (after allowing for any delays caused by the weather or other factors beyond our control), you give us written notice to fix a new date and we then either fail to fix a new commencement date which is within a reasonable time of the original date, or do not start work on that new date.
 - Having commenced work and (after allowing for any delays caused by the weather or other factors beyond our control) completion is delayed, you give us written notice to complete the work and we then do not complete the work within a reasonable period.You must cancel the agreement by giving us written notice to that effect.
13. If you properly cancel your agreement with us before work commences and materials (including plants) have not been ordered by us, we will repay to you any money you have paid to us together with interest at the rate specified in paragraph 11 above. If you properly cancel your agreement with us after work commences or materials have been ordered by us, you must pay for work carried out and materials ordered (whether or not already supplied to you), but we will pay any reasonable extra costs (above the cost of our original quotation) you incur in completing the specified works.
14. We will be entitled to cancel your agreement with us if:
 - you do not pay any money due to us on the due date and that failure continues for two weeks after our written notice after our written notice to you requiring payment.
 - we are unable to start or complete the work because of your failure to provide the necessary facilities and that failure continues for two weeks after our written notice to you.
 - you are made bankrupt or, if a company, a petition that you be wound up is presented to a court of competent jurisdiction or a receiver is appointed.We will cancel the agreement by giving you written notice to that effect.
15. If we properly cancel your agreement with us, we will be entitled to keep any money you have paid to us including the deposit and to claim from you any further money necessary to cover our costs and lost profit.
16. We shall not be liable for damage to any hazards, obstructions or services on site not reasonably apparent from a visual inspection and not specifically made known to us in writing before work commences. Our liability in respect of any defect in any materials, including plants, supplied by others is limited to that of the supplier's liability to us. We accept no liability for the suitability of materials, including plants, specified by you or your designer or architect. Our liability shall not extend to consequential loss of any kind and we shall be entitled to replace any defective materials or plants, or make good any defective work, in satisfaction of our liability.
17. Any defect must be reported to us within thirty days after the date of completion of work or when the defect first became apparent (up to a period of six months after the date of completion).
18. After completion of the work, you will be responsible for the proper maintenance and protection (including protection from damage by natural causes) of the site and the watering, care of all plants on the site and appropriate new turf maintenance.
19. We have the right to assign, transfer, sub-contract or delegate any or all of our rights and obligations under the agreement.
20. Your statutory rights as a consumer are not limited or prejudiced by these Terms and Conditions of Contract and our liability for death or personal injury is unlimited.
21. We shall not be liable to you for any failure due to a cause beyond our reasonable control, or you to us for a cause beyond your reasonable control.

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