

Southdown Landscapes Ltd Terms and Conditions

Southdown Landscapes Ltd trading as Southdown Turf Co.

Company number 15143660 | VAT Reg. No. 449 9556 30

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1.0 Definitions

1.1 Client means the individual who buys or agrees to buy goods or services from the Contractor and who will be responsible for all payments to the Contractor.

1.2 Contractor means Southdown Landscapes Ltd trading as Southdown Turf Co.

1.3 Contract means the contract between the Contractor and the Client for the purchase of goods and services incorporating these terms.

1.4 Goods means the goods and materials supplied by the Contractor.

1.5 Services means the landscaping services supplied by the Contractor.

1.6 Terms means the terms and conditions set out in this document together with any special terms agreed in writing by the Contractor.

2.0 Contracts

2.1 Nothing in these terms affects the Client's statutory rights as a consumer.

2.2 Prices in any estimate or quotation issued by the Contractor are valid for 30 days.

2.3 A contract is formed when the Client accepts the Contractor's quotation within its period of validity, or when the Client places an order for goods or services which the Contractor accepts in writing.

2.4 All contracts are subject to these terms, which prevail over any other documentation or communication from the Client.

2.5 No variation to these terms is binding unless agreed in writing by both parties.

2.6 Errors or omissions in sales literature, estimates, quotations, price lists, order confirmations, invoices or other documentation can be corrected in consultation with the Client.

3.0 Price and Payment

3.1 The Client agrees to pay the Contractor the price due under the contract together with any applicable VAT.

3.2 Unless otherwise agreed, invoices are payable on receipt.

3.3 For contracts exceeding £3,000 excluding VAT, a deposit of 10% is payable when entering the contract and progress payments will be made in line with the agreed payment schedule.

3.4 If snagging work remains after practical completion, the Client may hold a retention of 10% of the total price, or another agreed sum, but otherwise the total price must be paid in full on practical completion. The retention is payable on satisfactory completion of the agreed snagging list.

3.5 If payment is not made by the due date, the Contractor may cease work, remove unused materials from site and charge interest at 4% per annum above the Bank of England base rate.

4.0 Risk and Title

4.1 Goods are at the Client's risk from delivery.

4.2 Title in the goods does not pass to the Client until payment has been made in full.

5.0 Contractor's Obligations

5.1 The Contractor agrees to use goods suitable for their intended purpose. Goods delivered to site become the responsibility of the Client and the Contractor accepts no liability for loss or damage after delivery unless directly caused by the Contractor.

5.2 Goods in excess of the contract requirements remain the property of the Contractor and will be removed from site upon completion.

5.3 The Contractor is responsible for the safe and legal disposal of rubbish and debris arising from the services.

5.4 The Contractor is responsible for the safe storage and positioning of equipment and materials on site at all times.

5.5 Work will be carried out in accordance with health and safety regulations and the Contractor will take reasonable steps to minimise disturbance, nuisance and pollution.

5.6 Services will be carried out in a good and workmanlike manner.

5.7 The Contractor accepts no responsibility for damage caused by third parties employed by the Client. The Client is liable for damage to the Contractor's work and for delays caused by such third parties.

5.8 The Contractor will arrange staff welfare facilities unless otherwise agreed.

5.9 Electrical work is not included unless agreed in writing.

6.0 Client's Obligations

6.1 The Client confirms that the site is free from hazards or obstructions not discoverable on visual inspection unless they have been disclosed in writing before the estimate or quotation.

6.2 The Contractor cannot be held responsible for unseen hazards or obstructions and any costs caused by them will be treated as additional work, subject to agreement in advance.

6.3 If the Client does not agree to a reasonable variation required by an unforeseen hazard or obstruction, the Contractor may discontinue the work and the Client must pay for work already carried out and costs already incurred.

6.4 The Client must provide reasonable access to mains electricity and water. The cost of this will be borne by the Client.

6.5 The Client will allow access to the site during agreed working hours and throughout the contract period.

6.6 The Client is responsible for obtaining any necessary consents and ensuring the work complies with applicable statutes, regulations and by-laws.

6.7 The Client warrants that they own the site or are authorised by the owner to enter into the contract.

7.0 Delays

7.1 The Contractor will provide an estimate of the duration of the contract but is not liable for delays caused by matters outside reasonable control, including adverse weather, difficult site conditions, acts of God, strikes, breakdowns, fire, war or material shortages.

7.2 If the Client postpones the start date less than 7 days beforehand, the Contractor may charge a short-notice delay fee of up to 10% of the contract price.

8.0 Planting Material

8.1 The Contractor does not accept responsibility for the wellbeing and maintenance of plant material and turf after completion, although care notes may be provided.

8.2 Maintenance of living material is not included unless agreed in writing.

8.3 If specified plant material is unavailable, the Contractor will suggest suitable alternatives and the Client can choose whether to accept them.

9.0 Complaints

9.1 Complaints arising from the contract must be reported in writing within 7 days of completion or within another reasonable period in the circumstances.

9.2 Complaints will be investigated in accordance with the complaint procedure recommended by the Association of Professional Landscapers.

9.3 If the work is faulty, the Contractor will re-perform the services required to remedy the fault at no extra charge.

10.0 Copyright

10.1 Unless otherwise agreed in writing, copyright in original designs, drawings, specifications, photographs and written material produced by the Contractor remains the property of the Contractor and may be used for promotional or other purposes.

11.0 Force Majeure

11.1 The Contractor is not liable for delay or failure to perform obligations where this results from circumstances beyond reasonable control, including acts of God, strikes, accidents, war, fire, machinery breakdown or shortage of natural-source materials.

12.0 Termination

12.1 The Contractor may terminate or suspend the contract immediately if the Client commits a continuing or material breach, becomes insolvent or fails to pay sums due on time.

13.0 General

13.1 The contract is governed by the laws of England and disputes are subject to the non-exclusive jurisdiction of the English courts.

13.2 The contract is not enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.3 The Client may not assign or transfer the contract without the Contractor's consent.

13.4 Notices or other information under these terms should be sent by email or another correspondence method agreed in writing by the Contractor.

13.5 No waiver of any breach is valid unless made in writing and signed on behalf of the Contractor.

13.6 If any provision is declared unenforceable, the remaining provisions remain in force.

14.0 Acceptance

14.1 It is important that the Client reads and understands these terms before signing the contract because, subject to clause 15, they will bind the Client once signed.

15.0 Cancellation

15.1 The Consumer (Information, Cancellation and Additional Charges) Regulations 2013 apply where relevant to the contract.

15.2 The Client may cancel the contract within 14 days of the date it was entered into.

15.3 Where the Client exercises the right of cancellation correctly, the Contractor will reimburse payments received under the contract.

15.4 If the Client asks the Contractor in writing to proceed before the end of the cooling-off period, the Client must pay reasonable costs and expenses incurred up to the date the cancellation notice is received.