



VALLEY VIEW FENCING & LANDSCAPING LTD - TERMS AND CONDITIONS

The following Terms and Conditions shall apply to and are incorporated in any Quotation/Contract and shall be deemed to apply unless expressly modified or excluded in writing by Valley View Fencing & Landscaping Ltd (hereby known as The Contractor). These Terms and Conditions have been written to produce a transparent transaction, bound by a contract (written commission &/or deposit payment), to protect both parties.

1. DEFINITIONS

- 1.1 The definitions and rules of interpretation in this clause shall apply in these Terms and Conditions.
- 1.2 Start Date is the date that The Contractor shall start The Client's work. The start date will be agreed between The Contractor and The Client.
- 1.3 The Contractor means Valley View Fencing & Landscaping Ltd and their employees.
- 1.4 The Client means the person/s, firm/s or company/ies who enters into a Contract with The Contractor for the provision of hard/soft landscaping works.
- 1.5 Intellectual Property means the plans, drawings and quotations submitted by The Contractor (whether before or after commissioning The Contractor).
- 1.6 Site means the location where the works are to be performed by The Contractor.
- 1.7 Quotation means the documents including detailed plans and/or drawings describing the Works provided by The Contractor
- 1.8 Works means the work to be carried out by The Contractor as set out in the Quotation together with any other services which The Contractor agrees to provide to The Client.
- 1.9 Paragraph headings shall not affect the interpretation of these conditions.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.11 Words in the singular shall include the plural and vice versa.

2. QUOTATION

- 2.1 The Quotation price is valid for 30 days from the date shown on the quotation. After 30 days the quotation will lapse. If you wish to proceed with your Quotation, you must let us know before the 30 day period expires.
- 2.2 The quotation is based on conditions known and divulged by The Client at the time of The Contractor viewing the proposed work.
- 2.3 The Client will pay any costs related to extra works, or costs due to unknown difficulties or changes, which were not explained at the time of viewing and that have therefore not been noted or quoted for within The Quotation.
- 2.4 The Contractor reserves the right to increase The Quotation price with prior notification to the client. This will only relate to factors outside of The Contractor's control leading to a price increase. Examples are – raw materials increase, fuel price increase and minimum wage rate increases.
- 2.5 Any special conditions, of which The Contractor has been informed will be noted in The Quotation, i.e. access issues or problem neighbours
- 2.6 It is the responsibility of The Client to ensure The Contractor is made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.
- 2.7 The Contractor accepts no responsibility for works that have been carried out on land that is not under the ownership of The Client. It is assumed that all planning laws or regulations have been applied before the commencement of any works.

3. SCOPE OF WORK

- 3.1 The Contractor shall carry out and complete the landscaping/fencing work described in The Quotation document in a professional manner. The Contractor shall have no obligation to execute any further work unless agreed in writing between the parties of The Contract.

4. LANDSCAPING WORK

- 4.1 The landscaping work or service is as described to The Client in the form of a formal typed Quotation. If The Client accepts The Quotation price The Client will be asked to confirm in writing that they wish to commission Valley View Fencing & Landscaping Ltd and upon payment of initial deposit, will be added to The Contractors schedule, which then forms a legally binding Contract between The Client and The Contractor. The Quotation will always include measurements and descriptions of all the work which has been agreed by The Contractor and The Client.
- 4.2 Landscaping work or provision of materials will not take place until The Client has confirmed in writing that they wish to commission Valley View Fencing & Landscaping Ltd and payment of deposit(s) has been received.
- 4.3 The Client is responsible for obtaining any necessary planning permission for the works and for fulfilling statutory requirements.

5. THE SITE

- 5.1 The Client warrants that the site is free from springs, flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes, and cables, sewage or land drains, foundations or other hazards (including asbestos and chemicals) or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to The Contractor prior to the submission date of the quotation. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.
- 5.2 Timely possession of the site and proper and adequate access to it must be made available by The Client to The Contractor to enable the work to be carried out in a regular and economic manner.
- 5.3 The Client will provide access to water, electricity, and toilet facilities wherever possible for use by The Contractor whilst carrying out the agreed work. The provisions of these services and facilities shall be at the sole cost of The Client.

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- 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.
- 5.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use of machinery.
- 5.6 The Client will remove and dispose of any pet waste before any work begins.
- 5.7 The Client will move any garden furniture/children's play equipment/ garden plant pots prior to work commencing.
- 5.8 Asbestos Awareness. The client is solely responsible for the removal of asbestos from the working area at their cost. If unknown at time of our site visit, then client must have said items removed in accordance with local advice/rulings. The Contractor has the right to pass on any costs for delay to The Client, if unable to continue with work. The Contractor is unable to remove any hazardous waste, such as asbestos, and therefore external contractors may be required (at sole cost of The Client).

6. QUOTATION

- 6.1 Landscaping/fencing Quotations are not open to negotiation.
- 6.2 Only landscaping/fencing work detailed in the confirmed Quotation will be carried out by The Contractor.
- 6.3 The Quotation is a detailed, accurate description of discussions plans and work that have been agreed by The Client and The Contractor.
- 6.4 All work will be carried out by The Contractor.
- 6.5 The Client shall provide access to the site during The Contractors normal working hours (7am until 5pm, Monday – Saturday). The Client shall also provide storage space for materials and machinery during The Contract.

7. MATERIALS

- 7.1 Materials delivered to the site become the responsibility of The Client and The Contractor accepts no loss, damage or expense after delivery of the materials to the work site for any reason.
- 7.2 All materials brought to the site which prove to be in excess to The Contractor's requirements shall remain the property of and shall be removable by The Contractor who shall have the right to enter the site for that purpose.
- 7.3 The Contractor shall not be liable for any loss or theft of materials from the site. Any additional materials required following damage, loss, or theft shall be at The Client's expense.

8. SUPPLY OF PRODUCTS

- 8.1 All products including living products are sold on the understanding of the following:
- (a) No warranty is given or implied by law as to the quality or suitability of products supplied by the company, except as stated in writing by the company.
 - (b) The Client fully understands that plants/turf are a living material and therefore an ever-changing product.
 - (c) The Client fully understands that plants/turf are a perishable product and will deteriorate in quality if not provided with the appropriate aftercare.
 - (d) The Client will provide adequate levels of water and feed from the point of delivery to maintain the quality of the plants/turf and promote healthy growth & establishment.
 - (e) The Contractor cannot be held responsible for any issues caused by neglect, including: infestations/lack of water/over watering/Gastropods eating plants/termites, etc.

9. SOFT LANDSCAPING/ LIVING MATTER

- 9.1 The Contractor is not able to accept responsibility for the well-being and maintenance of living plant material, including turf, shrubs, trees and plants following delivery/practical substantial completion.
- 9.2 It is The Clients responsibility to water/feed /treat/feed/look after their turf/plants/trees as soon as they are on The Client's premises.
- 9.3 Any plants/trees purchased or delivered to the client's address/site can only be exchanged if any issues are brought to The Contractor's attention immediately upon the same day as delivery.

10. PAYMENT

- 10.1 All accounts/invoices/bills are payable within 7 days of invoice date. Interest will be charged from the due date of payment on all invoices at 5% above The Contractor's Banker's Base Lending Rate per annum until actual payment is received.
- 10.2 Payments should be made to Valley View Fencing & Landscaping Ltd either by Bank Transfer or cheque.
- 10.3 The Contractor does not accept Card Payments.

11. DEPOSITS

- 11.1 A 10% deposit will be required to secure and guarantee a work date in our diary. We will not hold work dates without a deposit. We reserve the right to adjust this deposit amount/percentage based on a job-by-job criteria.
- 11.2 A further 20% payment is to be paid five weeks prior to your landscaping project commencing in order for the materials to be bought. We reserve the right to adjust this deposit amount/percentage/timescale based on a job-by-job criteria.
- 11.3 The remaining outstanding balance is payable upon completion and within 7 days of invoice date and no later.
- 11.4 Any deposits or advance payments needed for third-party workers/sub-contractors (electricians, bricklayers, etc), will be requested in advance for those service providers.

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12. LANDSCAPING JOBS EXCEEDING A TWO-WEEK PERIOD

12.1 Dependent on scope of work and/or job length, then stage payments might be requested by The Contractor, which will be outlined before commencement of project.

12.2 Upon completion, the outstanding final balance payment is to be received within 7 days of invoice date.

13. ACCIDENTAL/WEATHER DAMAGE TO MATERIALS/ONGOING/COMPLETED WORKS

13.1 After practical substantial completion, The Contractor is not able to accept responsibility for any damage to landscaping/fencing, for example: through the elements, including drought, winds, rain, and frost to any material(s), including plants/trees. This includes freeze-thaw action occurring in the cement work of brickwork, patios, and paving and efflorescence in brick work or patio stone.

13.2 Accidental damage caused by The Client, client's family/friends, or via a third-party who has no connection to Valley View Fencing & Landscaping Ltd to materials or completed projects will not be covered by The Contractor in any circumstances.

13.3 If The Contractor accidentally breaks/damages your property or materials they will replace the item/s or fix the problem.

14. DELAYS OR DISRUPTION

14.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall The Contractor incur any liability to The Client for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond his reasonable control.

14.2 Weather conditions, including snow, hard frost, extreme rain, excessive heat or drought may cause the delay of a start or completion date of a Contract. The Contractor will always inform you at the earliest of any such expected delays.

14.3 Staff illness/death of family members may cause unavoidable delays to landscaping projects. If a member of our team has an illness or is off work due to an extenuating circumstance that are beyond their control this is going to affect a start or end date of a project. You will be informed as soon as is practically possible. The Contractor will always endeavour to start and complete The Client's landscaping jobs on schedule.

14.4 Delays caused by companies working on-site that have not been contracted/employed by The Contractor will result in charges to The Client to recover business losses/costs.

14.5 The Contractor will always inform you as soon as it is practically possible if we need to alter your landscaping start or completion date for any reason.

15. PHOTOGRAPHS/VIDEOS

15.1 The Contractor reserves the right to publish their photographs/videos of their landscaping/fencing work on their business website, social media accounts and any marketing material. Photographs and videos are used to advertise Valley View Fencing & Landscaping Ltd work. All photographs are the property of The Contractor.

15.2 All photographs sent to Valley View Fencing & Landscaping Ltd will become the property of The Contractor and may be used on our website/social media platforms.

16. ADDITIONAL WORK/S

16.1 Work that is not included within the original Quotation/s and that is later requested by The Client, or The Client's representative will be treated as additional works. The Contractor will always try to carry out any additional work you request at the same time as an ongoing project, however, sometimes especially when The Contractor is very busy, this may not be possible. In this instance, a separate work date will need to be agreed upon.

16.2 The Contractor will provide detailed costs of additional work for The Client's consideration in the form of a Quotation. Once costs have been agreed in writing and a deposit received, The Contractor will be happy to undertake the extra landscaping work requested.

17. MACHINERY/TOOLS AND FUEL

17.1 Unless clearly specified by The Client, The Contractor will provide machinery, tools, and fuel to undertake works that are detailed in the Quotation or work schedule.

18. TREE FELLING

18.1 If The Contractor is felling a tree/s at your property please ensure that you remove any breakables from the area we are working in i.e. garden pots/toys/outdoor furniture/children's furniture/ garden ornaments. The Contractor cannot be held responsible for breakages that occur to any items/plants/shrubs /outdoor buildings as a result of falling tree branches/trunks.

18.2 Felling trees can be hazardous; therefore, we ask that all clients, your pets, or children remain inside your property whilst any work is underway.

18.3 If external Tree Surgeons are required, then all tree works will be covered by their insurance.

19. TREE/BUSH STUMP REMOVAL

19.1 The Client shall remove any breakables from the area in which we are working.

19.2 The Client understands that grinding out of tree stumps causes mess and may flatten/damage plants that are growing in the vicinity the Contractor/s is/are working in.

19.3 The Contractor will always tidy the area where they have been working to the best of their ability, however, you will always be left with slight evidence that a tree stump has been ground out.

19.4 The Client shall remain indoors whilst The Contractor is working, this is for the client's safety.

19.5 If external Tree Surgeons are required, then all tree works will be covered by their insurance.

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20. DISPOSAL OF GREEN WASTE

20.1 Valley View Fencing & Landscaping Ltd are registered Waste Carriers.

20.2 Valley View Fencing & Landscaping Ltd are insured to remove Green/Timber/Aggregate/Soil Waste only. Please do not ask us to remove any other form of household waste or green waste which is not a bi-product of our work on your property. We will not do this.

21. GARDEN DRAINAGE WORK

21.1 The Client agrees to make all the necessary checks with the Water Board prior to The Contractor carrying out any drainage works.

21.2 The Contractor assumes that The Client has acquired the relevant permission from The Waterboard for any drainage works carried out.

21.3 The Contractor cannot be held responsible for any issues which may arise with the existing drainage system after new drainage has been installed or connected to your existing drainage system.

21.4 It is The Client's full responsibility to contact their Water supplier to gain permission for any drainage works to be completed. By signing your quotation/contract you are agreeing that you have been granted permission for drainage works to be carried out and linked to your property's existing drains by your service provider.

22. CANCELLATION OF CONTRACTS

22.1 The Client must give 30 working days' notice prior to the work 'start date' if they wish to cancel the proposed landscaping project.

22.2 Refund of any deposits is at the discretion of Valley View Fencing & Landscaping Ltd and will be dependent on individual project circumstances and/or whether materials have been ordered.

22.3 Any unrecoverable costs incurred in respect of commitments made for materials during that period will be charged in full to The Client.

22.3 For cancellations that do not give The Contractor 30 days' notice prior to your start date, 50% of all agreed fee rates will be charged. In addition, any materials that have been purchased on behalf of The Client, or any other unrecoverable costs in respect of commitments made during that period, eg: machine hire contracts will be charged to The Client. The Contractor will also retain any deposits paid to cover their losses.

22.4 Notice of cancellation must be made as soon as possible by The Client, in written confirmation sent via e-mail. Cancellation is not confirmed unless written acknowledgement is received from The Contractor.

23. CUSTOMER CARE POLICY

23.1 Valley View Fencing & Landscaping Ltd is proud of the value, quality, and dependability of the services it provides.

23.2 If The Client is not fully satisfied with any part of our service, then please inform us in writing.

23.3 We treat our client's concerns and comments as constructive and positive feedback and can only improve our services if informed of any shortcomings.

23.4 If there is a concern regarding to any aspect of the services we are contracted to undertake, the client must inform The Contractor immediately in writing.

24. LANDSCAPING/FENCING STAFF

24.1 All our staff are fully trained and are up to date with their Health & Safety training.

24.2 Your landscaping team will be adhering to strict deadlines and timings.

24.3 Your contractor will not carry out extra work free of charge. We are always happy to include additional work, but this must be confirmed in writing.

24.4 Please try not to engage in "chit-chat" with our team when they are working, they will be using professional machinery and it is important that they pay full attention to the task in hand for theirs and your safety.

24.5 The Contractor reserves the right to refuse/withdraw our services at any time either before commencement of work or during project, especially if verbal/physical abuse is shown towards any of our staff.

IMPORTANT INFORMATION FOR ALL CLIENTS

Valley View Fencing & Landscaping Ltd is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions, or services not made known to us in writing or apparent on visual inspection.

Valley View Fencing & Landscaping Ltd is not able to accept responsibility for any of The Clients' electrical appliances that may be unplugged/switched off during the working day for the purpose of using The Client's power source or for safety reasons.

It is The Client's full responsibility to ensure that any electrical equipment, ie fridges, freezers, cookers, lights, clocks, etc. are all plugged back into their sockets and switched on during or at the end of any working day, or during the landscaping contract.

If neighbour disputes prevent/delay any of The Contractor's staff from carrying out agreed work, The Client will be charged for The Contractor's lost time. Please ensure we are made aware of any issues which may arise with your neighbours.

Please do not engage in chit-chat with our landscaping team when they are working. Our team will be using professional/heavy/ potentially dangerous machinery, they need to fully concentrate. They also will be adhering to a carefully planned work schedule. It is important that they pay full attention to any task for theirs and your safety. It is vital that our team utilise their time effectively to keep your job on schedule too.

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