



## **ALS LANDSCAPING LTD**

### **General Terms and Conditions of Contract For Landscape Works**

The following terms and conditions shall apply to and are incorporated into the quotation and shall apply unless modified or excluded in writing and signed by the contractor.

### **INFORMATION ABOUT US AND HOW TO CONTACT US**

We are ALS Landscaping LTD a company registered in England and Wales. Our company registration number is 13680242 and our registered business address is at 27 High Street, Skellingthorpe, Lincoln, LN6 5TS.

You can contact us by telephoning our consumer service team at 01522 253668 or by writing to us at [admin@alslandscaping.co.uk](mailto:admin@alslandscaping.co.uk)

#### **1. The scope of work:**

- 1.1 The contractor shall carry out and complete the landscape work described in the contract documents in a good and workmanlike manner he shall have no obligation to execute any further work unless otherwise agreed in writing between parties. If there shall be any discrepancy between the specification and the drawing the description contained in the specification shall prevail over the drawing.
- 1.2 The Contract documents shall include the quotation, the specification and any other document referred to in said question.
- 1.3 No qualification in any acceptance issued by the client shall form part of the contract unless specifically agreed to in writing by the contractor.
- 1.4 The term "The Contractor" shall mean the contractor referred to overleaf, and the term "The Client" shall mean the client specified overleaf.
- 1.5 The client is responsible for obtaining any necessary planning or other permissions for works and fulfilling statutory requirements.

#### **2. Quotation.**

- 2.1 A quotation shall remain for acceptance within 14 days of the date shown and thereafter lapses automatically unless agreed in writing by the contractor.
- 2.2a All quotations are based upon market prices and rates for materials, labour, sub-contractors, suppliers, transport and all other materials and services required for the works ruling at the date of said quotation. The Contractor reserves the right to amend the contract

sum referred to therein in order to take account of any increases or decreases in these prices caused by statutory change or increases or decreases in the price of the materials, rates for wages and any other charges for said materials, labour and other services required for works in so far as such changes have not been anticipated by the contractor when preparing his quotation.

2.2b Alternatively, this is a fixed price quotation for a contract period of 14 days.

2.3 The Contractor reserves the right to increase the contract sum should the date for completion of the contract become impossible to attain for any reasons wholly or partly beyond his control.

2.4 All drawings are copyrighted and are the property of the contractor unless prior permission is obtained.

2.5 Acceptance of The Contractor's quotation involves acceptance of these terms and conditions and of the contract documents and will lead to a binding contract between parties. It should be noted by the client that any attempt 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.

2.6 Acceptance of the Design Service does not obligate either party to the installation of the garden/landscape.

2.7 ALS will endeavour to produce a design that meets cost expectations but there is no warranty or guarantee that this condition can be accurately met and does not form the basis of this contract.

### 3. Variations

3.1 Variations to the works as described overleaf will only be undertaken upon instructions confirmed in writing by the client to the contractor. Oral instructions will not be accepted. It should be noted that site personnel have no authority to alter the contract in any way. The price of additional work, property treated as a variation 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 properly chargeable upon the contract sum.

4.2 All accounts are net and do not provide for any discounts or retentions unless otherwise agreed.

4.3 Unless otherwise stated, final payment is payable within four days from date invoice upon practical substantial completion of installation.

4.4 Interest will be charged from the due date of payment of all invoices at 2% above the contractors bankers' base lending rate per annum until actual payment.

- 4.5 Where the period for completion of the works exceeds seven days, interim or stage payments will be made to the contractor by the client who will be invoiced at regular intervals each stage payment is due within four days from the date of the invoice. If any invoice is not paid on the due date and the client continues default for seven days after receipt by registered post or recorded delivery of a notice from the contractor stating that notice of determination will be served if payment is not made within seven days from receipt thereof, then the contractor thereupon by notice by registered post or recorded delivery to the client forthwith determines this contract and the contractor shall thereupon be entitled to cease work on the contract and remove all materials remaining unused on the site, and recover from the client his whole and expenses arising out of said default by the client
- 4.6 Any Booking Fees/deposits paid are non-refundable. Booking fee/ Mobilisation Payment/ Deposit of 10 % of total order value required with order on acceptance of quotation, Interim payments will be required throughout works up to 90 % of contract value. The Final Balance is payable immediately upon practical substantial completion of works.
- 4.7 A bankers reference may be required for contracts in excess of £1000.00(one thousand)

## 5. The Site

- 5.1 The client warrants that the site is free from springs, flooring, 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 of former buildings or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing by the client to the contractor prior to the date upon which the contractor submits the quotation overleaf. If the client breaches the above warranty, the contractor shall be entitled to make a reasonable charge for additional work necessary and properly executed by the contractor as result.
- 5.2 Timely possession of the whole 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 contractor will not accept responsibility for damage or disturbance to structures e.g. porches, conservatories, arches and walls that have incorrectly been built or have aged and as a result become unsafe or damaged due to the contractor carrying out landscape work duties in the close proximity or around such structures, e.g. breaking of concrete etc.
- 5.4 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 5.5 Dangerous Machinery and Site Conditions.  
Equipment and site conditions could pose a possible danger to unsupervised children, animals and unauthorised persons. Please ensure that you take reasonable precautions to avoid danger to all yourself, other people and animals when accessing the site for whatever reason.

- 5.6 ALS Landscaping LTD respectfully requests written details of any underground services, cables or chambers, as any damage to hidden/undisclosed services will incur extra cost for remedial work.

## 6. Delay/Disruption

- 6.1 Unless otherwise agreed, the contractor undertakes to use all reasonable endeavour to complete the works within a reasonable time or, if a specific date for Completion is agreed, by that date, but under no circumstances shall the contractor incur any liability to the client for any untimely performance unless a figure for liquidation and ascertained damages is specifically agreed and quoted overleaf. In particular, the contractor shall incur no liability for any delays or non-performance arising from force majeure, adverse weather conditions, strikes, lock-outs, war or other hostilities or any event beyond his reasonable control in whole or part. In addition the contractor shall be entitled upon application by him to a reasonable extension of the time from the client in respect of any such matters referred to above, and in respect of any matters referred to in clause 5. In particular the contractor has and shall have no liability to the client for any loss, damage or expense which the client may suffer for any negligent act or omission of the contractor or any default by the contractor arising out of his performance of the contractors obligations under the contract unless separately and expressly agreed overleaf.
- 6.2 Time is not of the essence unless specifically agreed in writing and signed for by both parties.

## 7 Client Responsibilities

- 7.1 The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed and maintained: a. Accurately apprise ALS Landscaping LTD as to the boundary lines of the Property to ensure ALS does not encroach on any third party's property. Failure to comply or give false information will be the responsibility of the client and under no circumstances will ALS be responsible for correcting.
- 7.2 Accurately apprise ALS as to any subsurface utility and service lines including (but not limited to) electrical, telephone, water, TV, and gas lines drainage systems. Any amendments required due to subsurface will be the responsibility of the client including the removal replacement or damage to resulting from missing information, and any extra work involved will be chargeable to client at a reasonable rate explained at time of finding.
- 7.3 Have a clear and clean passageway for materials tools waste and personnel to enter and leave your premises and where skips are required to remove waste be within a position to have within 5 metres of the property (unless otherwise agreed) safely and responsibly.
- 7.4 Safely secure any plant, tools and materials left on site whilst works are being completed.
- 7.5 Provide water and safe electricity supply for the use towards completion of works without restrictions.

- 7.6 The upkeep and maintenance of all completed works, ALS will not be responsible should defects arise from poor care after completion of any works and any defect must be made fully aware to ALS as soon as it is noticed failure to report any said defects within reasonable time will not be the responsibility of ALS but the clients, any damage through neglect is also not the responsibility of ALS. And will require proof of defect being caused by poor workmanship on our part.
- 7.7 Where applicable all decking, fencing and other wooden items must be regularly cleaned and treated after installation, no responsibility will be taken for splits, green, dirty, or slippery deck boards, or timber items. The risk of injury to client and guests should maintenance not be carried out is solely the responsibility of the client.
- 7.8 Where applicable all patio and pointing, all walling rendered surfaces painted surfaces must be regularly cleaned after installation no responsibility will be taken for green, dirty, or slippery slabs, or walling the risk of injury to client and guests should maintenance not be carried out is solely the responsibility of the client.
- 7.9 Settlement due to new buildings and walling is normal and little can be done to avoid, all settlement must be reported immediately and be tracked and made sure it does so safely. It is the responsibility of the client to inform the contractor immediately should any arise, failure to do so and the problem worsens will be the responsibility of the client and not contractor.
- 7.9a Any damage resulting from accidental, or criminal is not the responsibility of the contractor but that of your insurers, it is not our responsibility to ensure you have insurance but please be advised to inform your insurance company of all works being completed for your own piece of mind.

## 8 Materials

- 8.1 Materials delivered to site become the responsibility of the client. The contractor accepts no responsibility for loss, damage or expense after the delivery of the materials to site for any reason, including pilfering while materials are on site during the course of the contract works, where such losses are beyond the contractors reasonable control.
- 8.2 Where possible, we will reuse and re-purpose, soil stripped from the original site. Any extra soil needed will be supplied fit for its purpose, whether screened or graded, but it is not sterilised which means we cannot guarantee that it is completely free from all weed seeds. If sterilised soil is required please notify us and the extra cost will be supplied.
- 8.3 It must be remembered that timber is a natural product and will be subject to movement and weathering as it seasons. It is not uncommon for small splits to occur (called shakes) in timber when drying and warping if timber is allowed to dry too rapidly due to external temperatures. These will normally go back when the humidity rises. This is nature at work and should not be considered a fault.
- 8.4 All natural/quarried products will have variances in their colour, appearance, shape and texture; they may also change in appearance/colour in time. This is part of the beauty and character of these products. Certain paving products will vary in shape,

thickness, and riven texture and as a result may hold surface water in certain conditions. This will disappear in time and should not be considered a fault.

- 8.5 Paved Areas listed / delivered are approximate and include an amount for cutting in/waste/breakage and may not necessarily equate to the area actually laid on the ground, any surplus material is to be retained by the contractor.
- 8.6 All materials brought on site by the contractor which prove to be in excess of his 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.
- 8.7 The contractor maintains ownership of all materials until full payment has been received from the client, if not paid, if they so wish, can remove the materials from site as ownership would be maintained by supplier of the goods until they have received payment in full.
- 8.8 The Contractor is not able to accept responsibility following practical substantial completion for any damage caused by frost, snow, wind, drought or animals or other physical action beyond their control.

## 9 Maintenance after completion.

- 9.1 The contractor undertakes to execute the basic requirements for establishing of planting and grass areas, but following the substantial practical completion of the contract, the responsibility for proper maintenance of the site passes to the client (Guidance on maintenance operations will be supplied on request by the contractor).

## 10 Warranties.

- 10.1 The contractor guarantees that all plants and trees supplied will be true in name, healthy when planted. Responsibility cannot be accepted for loss after planting since subsequent site conditions are beyond the contractor's control. However, providing the planting has been maintained in accordance with the maintenance instruction and/or notes issued by the contractor, consideration will be given to replacement costs of any material found to be defective during the first growing season if notified by the client in writing and inspected by the contractor. This does not imply full lift and replacement cost, but there may be a consideration to the normal lift, supply and installation cost.
- 10.2 The contractor will use suitable grass seed and turf. It should be understood that a sward cannot be made in one season and that several seasons and careful cultivation, weeding and feeding are essential. No land is free from weeds and accumulated weed growth and dormant weed seed cannot be eradicated in a few cultivations. Therefore, when the contractor undertakes to cultivate land it does not accept responsibility for subsequent growth.
- 10.3 The contractor accepts no liability for any negligent act or omission or any default under this contract, save as may otherwise be specifically agreed overleaf.

## 11 Disputes

11.1 In the event of any dispute or difference between the client and the contractor arising during the progress of the works, or after the completion or abandonment thereof regarding any matter or thing whatsoever arising out of this contract or in connection therewith, the said dispute or difference shall be and is hereby referred to such person as the parties may agree to appoint as mediator. Mediation proceedings shall be decreed to have been instituted on the date on which said written notice has been given.

## 12 Promotional

12.1 ALS Landscaping LTD take pride in the work we create, and we reserve the right to document and publish photographs of our projects in social media, company promotional and educational material. Client names and address details will be kept confidential and only used with permission.

## 13 England Or Wales

13.1 This contract shall be regarded as an English contract and shall be construed and the rights of the parties and all matters arising hereunder determined in all respects according to the law of England and Wales.

13.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14 Client's records and information will be stored both manually and electronically, and the security of such storage shall be safeguarded as far as is practicable.