



## **Terms and Conditions**

### **1) VARIATION OF SPECIFICATION**

The specification may be varied either permanently or for a limited period **without** notice for the following reasons, where such variation does **not** affect the cost of works.

- (a) New Health and Safety issues have been identified.
- (b) Weather prevents certain tasks being carried out.
- (c) Alteration to the structure of the site.
- (d) Alteration to the operation of the site.
- (e) Where continuing with the specification is likely to cause damage to the site.
- (f) Where an alteration will enhance the site.
- (g) When an account is in arrears.
- (h) When catching up after an account in arrears has been settled
- (i) When catching up after a period of bad weather.

The specification may be varied either permanently or for a limited period **with** prior agreement for the following reasons, where such variation affects the cost of works.

- (j) New Health and Safety issues have been identified.
- (k) New Health and Safety requirements.
- (l) Alteration to the structure of the site.
- (m) Alteration to the operation of the site.
- (n) Where continuing with the specification is likely to cause damage to the site.
- (o) Where an alteration will enhance the site.
- (p) When catching up after an account in arrears has been settled.
- (q) When catching up after a period of bad weather.

### **2) TERMINATION OF CONTRACT**

30 days notice will be given/is required of termination of the contract.

Termination of contract without notice the client will

- (a) Lose any credit
- (b) Pay any debit balance
- (c) Pay one months or one twelfth of the annual cost of the contract which ever is the lesser.

A contract may be terminated prematurely under the following conditions:

If a breach of contract has occurred and has been notified in writing, and the breach has not been rectified within a reasonable amount of time or has been repeated.

A balance of account will appear on each invoice. On termination of the contract, this balance will have to be settled. If the balance is in favour of the contractor then the balance will have to be paid. If the balance is in favour of the client then the balance will have to be worked or paid at the discretion of GREEN SCENERY LTD.

### **3) SITE ACCESS**

If access to all or part of the site is denied with out prior notice, a charge will still be made for the work that would normally have been carried out.



Exception

Health and Safety emergency such as fire, flood, chemical leak.

#### **4) SURCHARGES**

The removal of excessive litter or dog excrement from the site is the responsibility of the client. If there is deemed to be an excessive amount by GREEN SCENERY LTD a surcharge will be incurred by the client or reduced work will be completed on the visit and a full charge still made.

In all cases photographic evidence will be supplied.

#### **5) EXCEPTIONAL WEATHER**

The weather affects every thing we do. It affects when, whether and how we do certain tasks. During a wet summer the time taken to carry out certain task can increase significantly, as can the costs involved in disposal of cuttings etc. due to the increase in weight.

We reserve the option to ask an additional charge to cover the extra costs. When an extra charge will be levied and how much that charge will be are subject to negotiations with the client.

A surcharge may be levied with prior agreement for the following reasons.

- (a) Removal of dumped items where it exceeds general maintenance.
- (b) Repair to the site to enable work to be carried out.
- (c) Prolonged period of bad weather has increased the time and/or costs needed to maintain the site refer to 1)( i ).

#### **6) ACCOUNTS IN ARREARS.**

Invoices must settled within 14 days of date of issue.

Clients not settling invoices within sixty days from issue will be subject to a monthly administration fee of £50 or 10% of the outstanding amount which ever is the lesser.

Once an account becomes 30 days or more in arrears, the work carried out on site will be reduced to minimum maintenance only (MMO).

This will consist of

Addressing Health and Safety Issues

Carrying out maintenance work that will take a lot longer to catch up if left.

Once an account becomes 60 days or more in arrears, the work carried out on site will be reduced to Health and Safety only (HSO).

This will consist of

Addressing Health and Safety Issues only

Once an account becomes 75 days or more in arrears, all work will cease until all outstanding amounts are settled.

#### **7) OWNERSHIP OF MATERIALS**

All materials are property of Green Scenery Ltd until paid for in full.



## **8) BREAKAGES**

1. Garden Furniture, toys etc – Green Scenery Ltd cannot be held responsible for any breakages to garden items needing moving in order to complete our work. Every care will be taken whilst moving items, but sometimes accidents can happen.
2. The Company accept no liability for damage to utilities / hidden structures unless the position of said utilities / hidden structures is clearly identified to us on a site plan.

## **9) HEDGE TRIMMING (REGULAR MAINTENANCE)**

When maintaining hedges the specified price is to remove the last 6 months growth, reduction work will be quoted separately by us. We will carry out hedge trimming where possible, outside the bird nesting season March-July inclusive. If we find an occupied birds nest whilst hedge trimming work will cease and the client will be informed. Work will re-commence as soon as possible after the area becomes un-occupied.