



Terms and Conditions

1. Save where otherwise agreed in writing Graftingardeners (London) Ltd('the Company') shall execute the works on the following terms and conditions, which are incorporated into the contract between the Company and the client and the acceptance of the Company's quotation either in writing or verbally will signify acceptance of these terms and conditions. The client is person or company commissioning specified works, unless it has been clearly stated that he/she acts on behalf of a third party who has confirmed this with us directly.
2. The Company shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it except where the client has failed to inform the company of any regulation specific to their property. Additionally the client is responsible for informing neighbours where works need to be carried out on their tree and which necessitates access to their property and the client is bound to indemnify the contractor from any claims from third parties arising after completion of the works. If the company perceives that agreement has not been given by neighbours or other relevant parties no work will be carried out and the client will be responsible for full payment of the work contracted.
3. The Company shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.
4. The contractor shall take all necessary steps to ensure that the worksite is left clean, tidy and safe on completion of all works. Although efforts will be made to clear every arising it will not be possible to clear all traces of fine material (i.e. stump grindings and sawdust) especially when wet. As fine arisings can travel over a wide area the client should take precautions to lessen any impact the work may have (such as moving vehicles from the vicinity) and advise neighbours to do the same.
5. The Company shall use its best endeavours to complete the works within any period of time specifically agreed between the Company and the client, but this will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.
6. In the event of a force majeure, including all exterior causes (foreseen or unforeseen) over which the contractor has no influence and which prevents it from meeting its obligations, the parties will agree to either suspend or annul the contract
7. In the event of any variation to the works by the client, either orally or in writing, this variation will be confirmed by the Company, or unless the order is rescinded within seven days shall be treated as confirmed.
8. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.
9. The Company will not be liable to the client for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundworks.
10. If on installation the building is found to have any structural defects, infestation or other serious defect the Company shall inform the client accordingly and agree to postpone the works until the client, at the client's expense, has rectified (i.e. the problem). The client will be invoiced accordingly for the cost of postponing work.
11. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.
12. It is the client's responsibility to ensure that the contractor can gain access to the site at the appointed time and that the work can be carried out without delay. If this is not possible the company reserves the right to invoice accordingly.
13. It is the client's responsibility to ensure that the contractor can carry out the works free from harassment or obstruction. If this not be possible the company will agree to postpone works until such a time as they can be carried out without harassment or obstruction and the client will be invoiced accordingly.
14. It is the client's responsibility to ensure that pipes, drains or cables will not be impacted by the work being carried out.
15. Scheduled works can be cancelled by the client within 14 days by completing the attached form. Where less than 24 hours' notice is given before works are scheduled to take place a minimum charge of 60% will be levied.
16. In the event of a contract being withdrawn by the client after the contractor arrives at the site or where the contract is expected to last more than one day, has satisfactorily carried out part of the agreed works, he/she will pay the contractor 75% of the remuneration agreed upon at the start of the contract.
17. Where Planning Permission is granted due to application made by the company to the relevant borough and the works granted are subsequently not carried out or carried out by a different company then there will be a £75 charge for each application.
18. All materials and equipment on site which form part of the contract works shall remain the property and be in exclusive possession of the Company until such time as the contract sum has been paid in full.
19. The quotation is inclusive of all taxes and surcharges.

20. The contract price takes into account factors such as travelling time, site conditions, parking costs, arrangements with local authorities regarding the safeguarding of the area, manpower required and the need for hired equipment
21. The Company shall be entitled to payment as follows and as detailed in this quotation:
 - a. Deposit with order
 - b. Stage payments
 - c. Balance in full on completion of work
22. Full details for correct invoicing should be given before the completion of works. A request to change invoicing details after the completion of work will incur a £25 charge.
23. Payment is due within 21 days of completion of the work and the Company shall be entitled to charge interest on all outstanding monies at the rate of 8% over Bank of England Base rate prevailing at the time the monies are due and to levy a charge of £12 for each reminder.
24. In the event of any dispute arising during the course of or subsequent to completion of the contract the client will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.
25. Where the quotation is for removal of a stump this does not extend to root systems.
26. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points etc.
27. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:
 - a. All branches, timber and arisings are to be cleared and removed from the site, leaving the surrounding area neat and tidy (if not neater than before). The exception to this being arisings from the grinding of stumps unless otherwise agreed.
 - b. All work to carried out to BS3998 unless otherwise stated
 - c. Trees planted will be guaranteed for 10 years other than drought, malicious acts or Acts of God
28. Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.
29. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse.
30. This guarantee is not transferable unless requested in writing and agreed to by the Company, and is subject to an administration fee, which will be advised by the Company at the time of the request.

Section 7: Notice of the Right to Cancel

As part of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- The customer has a right to cancel this contract starting 14 days from the day this contract is made and to have any deposits returned provided the customer has informed the trader in writing or by using the cancellation form below.
- If a customer has agreed in writing to the service being started within the 14 day cancellation period they can still cancel but the trader shall be entitled to payment for all works completed up until the date of cancellation.

Customer Cancellation Notice form

Name: Graftingardeners (London) Ltd

Address: 45 Swanwick Close, London SW15 4ES

Tel: Graftingardeners@aol.com

I/We hereby give notice that I/We wish to cancel my/our contract

Quotation No:

Name of customer:

Address of customer: