

**SMITHS LANDSCAPES LIMITED
TERMS AND CONDITIONS OF BUSINESS
FOR GARDEN DESIGN WORK**

1. The definitions and rules of interpretation in this clause shall apply in these terms and conditions.

Client means the person, firm or company who enters a contract with the Designer for the provision of design work. Unless otherwise stated in writing, the Client shall be deemed to be the rightful owner of the property on the Contract Order.

Design means the drawing or drawings produced based by the Designer.

Designer means Smiths Landscapes Limited who will be responsible to the Client for the works as described in the Contract Order.

Specification means the documents including detailed plans and/or drawings describing the Works provided by the Designer.

Quotation means the written estimate provided by the Designer for the completion of the Works.

Works means the work to be carried out by the Designer under the contract as set out in the Specification together with any other services which the Designer agrees to provide to the Client.

2. Nothing in these Terms shall affect the Client's statutory rights as a Consumer.
3. All requirements and obligations concerning The Construction (Design Management) Regulations 2015 (CDM) shall be properly identified and dealt with under the Contract documents, and responsibilities designated within that CDM Plan. The CDM Plan shall form part of the Quotation and must be read in conjunction with that document.
4. For the purposes and with general regard to CDM, The Designer shall be deemed to be The Principal Designer in respect of The Regulations. This responsibility will automatically end once the Designer has completed the design works involved in the project, when the responsibilities will return to the Client under the Regulations unless or until a Principal Contractor is appointed.
5. The Client shall provide access to site for the purposes of carrying out surveying and site evaluation, and the Client shall make the Designer aware in writing of any pertinent matters relating to the property, including any problems or matters concerning the boundaries or neighbours, especially in regard of dispute issues or other site problems or potential problems.
6. The Client shall instruct The Designer to carry out certain works, which will be identified and clearly stated in the Designers Quotation. These works are sectioned including Initial Survey and Concept Drawings, Further Drawings up to Final Draft Stage, Detailed Planting Plans and/or Detailed Structural Drawings (or any combination as set out in The Quotation) Payment for each stage shall be clearly stated and settlement made before commencing the next Stage.
7. All Specialist Experts that may be required to carry out the survey or technical or legal design elements of the plans e.g. Structural Engineer, Surveyor etc shall be engaged directly by The Client, and settlement of their accounts made directly by The Client. This is an essential element of the Contract to avoid any future matters of responsibility between the Specialist and The Client.
8. Any additional works required beyond those on site e.g. research into materials, supply of product samples, sourcing or resourcing in respect of the project shall be properly treated as Additional Works and subject to separate payment as may be required, including travel costs or other disbursements.

9. Once each section of the Project is completed, this should be signed off by The Client as being accepted. Any subsequent alterations, additions or reductions to each section, shall be properly treated as Additional Works or Variations and will be charged at the agreed rates as shown in the Quotation.
10. The Designer cannot be held responsible for any damage to, or costs involved in, any underground hazards, obstructions or services not made known in writing or apparent on visual inspection prior to commencement of providing the Client with ideas or drawings.
11. The Client remains responsible at all times for any matters regarding Licences, Permits, Planning Permission or similar Legal requirements, unless such responsibility is specifically assigned to The Designer (See CDM Plan/Contract document)
12. The Designer shall hold and maintain in force, all such Insurance cover as may be required for the project including Public Liability, Employers Liability and Indemnity cover.
13. Once the design element has been completed, the responsibilities under CDM Regulations cease to be those of Principal Designer. Should the Client wish The Designer to attend to works other than design, e.g. Planting or Site Supervision, these works must be clearly stated in writing and become subject to separate suitable Contracts, either as a Supervisor or Contractor.
14. The value of any claim made against The Designer shall be limited to the value of monies paid to The Designer at the time of the claim.
15. This Contract and Terms and Conditions are governed by The Law of England.

This document has been read, understood and agreed by:

Name(s):		
Client Number: (Mandatory)		
Signature(s):		
Date:		