

**SMITHS LANDSCAPES LIMITED**  
**TERMS AND CONDITIONS OF BUSINESS**  
**FOR GARDEN MAINTENANCE**

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

**Contractor** means Smiths Landscapes Limited supplying the Quotation to which these terms and conditions apply.

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

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

**Site** means the location where the works are to be performed by the Contractor.

**Schedule** means the documents including plans and/or documents describing the Works provided by the Contractor.

2. Nothing in these Terms and Conditions shall affect the Client's statutory Rights as a Consumer.
3. The Client shall provide proper access to the site at all times during normal working hours – 08.00 – 17.00 Monday to Friday. Proper access shall be defined as reasonable passage into the site, both front and rear gardens as may be required by the works schedule, to allow for tools and equipment to pass without undue difficulty.
4. The Contractor shall maintain in force all necessary insurances, licences, certificates, and other legally required documents and disclose them to the Client when reasonably called upon to do so.
5. The Contractor shall supply and provide all tools and equipment necessary to carry out those tasks as set out in the Schedule, including all fuels, oils and other lubricants as may be required. All machinery shall be in good order of repair and be in safe condition, and not hazardous to the operative or any other person on site.
6. All payments as set out in the Schedule are payable in a timely manner as defined by that Schedule, otherwise subject to a Late Payment surcharge of 2.5% per month accumulative on all outstanding sums until payment is made in full.
7. The Contractor shall provide all personnel with adequate suitable personal protective equipment and carry adequate first aid and other items to ensure the safety of those working on site.
8. All operatives working on site must be properly trained in the tasks they are set, and show due diligence in their working practices. These diligences include the wearing of protective equipment as required by their tasks.
9. Any and all additional products, materials, etc. including fertilisers, weedkillers, seeds, composts, and other perishable or non-perishable goods requested by the Client or included in the schedule of works shall be properly charged for and shown on the invoice as extras over and above the rates.
10. The Client to ensure that the site is clear of all obstructions including but not restricted to toys, furniture (unless the site precludes such operations), dog and cat faecal matter, prior to the Contractor commencing the works programme.

11. The Works Schedule, as set out in the Letter of Quotation, includes all operations, tasks and practices to carry out those items. Other works may be carried out on an ad hoc basis provided that due notice is given to the Contractor (e.g. clearance of unexpected storm damage) which may take priority over the scheduled works and prevent the scheduled works from taking place. These tasks need not affect the rates unless additional expense is incurred for matters such as Waste Disposal.
12. Waste Disposal may take place by removing vegetative matter off site and carting to a Licensed Waste Disposal Depot and charged at the rate shown in the Letter of Quotation or left on site in an area designated and agreed by the Client.
13. The Contractor to maintain and leave on site, a Day Book, in which will be recorded those tasks and operations carried out during a visit. This Day Book to be left in an agreed position, which should also act as a messaging service for the Client to leave instructions and requests for the Contractor in the event of absence by the Client.
14. The Contractor cannot be held liable for any damage to, or costs involved in, any underground hazards, hidden cables, obstructions or services not made known in writing prior to works commencing.
15. The Contractor shall leave the site in a clean and tidy condition after completion of the works for the session.
16. If, for any reason, the Contractor deems the site unfit for working in a safe manner e.g., heavy frost, waterlogging, snow and/or ice, or the ground is not clear of excess animal waste, the Client shall be notified, and an entry made in the Day Book to record the problem. In a likewise manner, the Client may cancel or postpone a visit by giving at least 24 hours' notice, and a new date re-scheduled.
17. If the site is closed, and works access forbidden by National Law or edict, the Client and the Contractor agree to abide by that notice and neither Party shall be held liable for any costs involved in that hiatus, including and especially Breach of Contract.
18. 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:		