

**SMITHS LANDSCAPES LIMITED**  
**TERMS AND CONDITIONS OF BUSINESS**  
**FOR LANDSCAPING AND ASSOCIATED WORKS**

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 the Works.

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

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

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

2. Nothing in these Terms and Conditions 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. All requirements and obligations under any Plant Biosecurity or Plant Passport Regulations shall be properly identified and dealt with under the Contract documents and any planting schedule/plan. Any such plan shall form part of the quotation and must be read in conjunction with that document.
5. The Client shall provide water and electricity at no charge to the Contractor.
6. The Client shall provide access to site and storage space for materials at all times during working progress. Welfare facilities and their siting/location are subject to written agreement between the Client and Contractor. The Contractor to provide the Client with a written Method Statement setting out agreed working practices including parking prior to quoting for the works.
7. Any additions or alterations to the Works Schedule shall be properly treated as variations and subject to written instructions. Persons authorised by both Parties to issue such instructions shall be agreed in writing prior to commencement of works. Any variations may not be subject to pro rata cost equations, and must be detailed within the Variation Order, scheduling any financial and/or time implications which may affect the programme of works.
8. The Contractor is not able to accept responsibility for any damage to, or costs involved, with any underground hazards, obstructions or services not made known in writing or apparent visual inspection prior to commencement of works. The Client remains responsible at all times for any matters regarding licences, permits, planning permission and similar legal requirements, unless such responsibility is specifically assigned in writing to the Contractor.
9. A mobilisation payment of up to 75% is payable with the order. Stage payments against works completed/materials on site shall be made at weekly or fortnightly intervals as agreed, payable

within three days of the date of invoice. A final payment to be made following **practical substantial completion** and payable within fourteen days of invoice, otherwise subject to 3% interest per month thereafter until paid. The mobilisation payment may be used to purchase material necessary for the construction of the works and is therefore not subject to a percentage value of the project total. The works shall be deemed to be substantially complete when all items in the works schedule have been constructed or installed. In the case of certain items e.g., bulb planting, which may not be possible due to seasonal delays in obtaining materials, these works will be shown in the Contract as being outside of the time schedule and therefore subject to a separate Contract.

10. Substantial completion shall not include adjustments, repairs, replacement or cleaning of any item so constructed after practical substantial completion, and any warranty periods shall commence from the date of substantial practical completion, and not following any such remedial works. Requests for any such adjustments, repairs, replacements or cleaning of any item constructed or installed following practical substantial completion shall not be the cause of any delay of final payment but shall properly be considered as warranty items.
11. Price to remain fixed for a period of 30 days from the Quotation date. Acceptance before that date will ensure no increase in the cost of the works specified. Any special conditions are noted in the Quotation.
12. The Contractor is not able to accept responsibility for any plant material, including turf, following practical substantial completion. If necessary, we reserve the right to substitute any plant with another of equal value and growth/habit/colour unless specifically instructed otherwise, when the quotation may be adjusted under a Variation Order.
13. 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.
14. All materials surplus to the requirements of the contract shall remain the property of the Contractor and removed from site on completion.
15. Materials delivered to site become the responsibility of the Client, and the Contractor accepts no responsibility for loss, damage or expense after 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.
16. This contract contains the entire understanding and agreement between the Parties with respect to the work and supersedes all prior or contemporaneous written and oral agreements and understandings with respect to the subject matter thereof. No oral promises or agreements are part of this contract.
17. The Contractor shall be entitled to suspend performance of, or terminate the contract if the Client fails to pay any sum due in accordance with the payment terms, or is in breach of these terms, or becomes bankrupt. In such cases, the Contractor shall be entitled to payment for all works carried out and all goods supplied at the date of termination or suspension of the contract and retain any deposit or interim payments made toward this. Any materials on site that are not fixed remain the property of the Contractor and may be removed from site by the Contractor or their Agents.
18. If the contract is suspended or delayed for any reason beyond the control of the Contractor, the Contractor reserves the right to transfer labour and equipment to other sites. Upon

recommencement, any costs involved in leaving site and returning to site including off hiring/rehiring machinery and equipment shall be assessed and agreed prior to recommencement of works.

19. Any defects in the works which result from faulty workmanship or materials must be notified in writing within six months of practical substantial completion and may be remedied by the Contractor without charge to the Client.
20. Warranty works shall not extend to, and defects arising from, the Client's actions or lack of care, including any Agents that may have been employed by the Client. Such actions include watering, staking and tying of plant material or other Horticultural procedures including mowing and lawn care.
21. The value of any claim made against this Contract shall be limited to the value of the agreed works and values contained and described within the Quotation.
22. It is important that the Client reads and understands the Terms & Conditions that apply to the Contract prior to signing. A separate **Notice of The Right to Cancel** this contract is attached under separate cover and must be signed by the Client and appended hereto as part of the Agreement.
23. 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:		