



TERMS AND CONDITIONS OF TRADING 2014

UPDATED 06/02/2014

Contract for hard & soft landscaping Standard terms and conditions of contract for business to consumer contracts

1.0 DEFINITIONS

- 1.1 "Client" means the individual or organization that buys or agrees to buy Materials or Services from the contractor.
- 1.1B "Agent" Project manager or designer acting on behalf of Client.
- 1.2 "Contractor" means the person or company detailed in the quotation or estimate (also applies to sub-contractors.)
- 1.3 "Contract" means the contract between the Contractor and the Client for the purchase of materials and services comprising these Terms and Conditions.
- 1.4 "Materials" means the articles that the Client agrees to buy from the Contractor.
- 1.5 "Services" means the provision of landscaping services by the Contractor.
- 1.6 "Site" means the site where the services will be performed.
- 1.7 "Terms and Conditions" means the terms and conditions set out herein.
- 1.8 "Cost proposal" means the Contractor's written quotation for the listed contract work and listed goods supplied to which these Terms and conditions apply.
- 1.9 "Estimate" means a written price that the client may use as a guide to costs; this may not be the invoiced billing.
- 1.10 "Project" means the entire work to be carried out as highlighted.
- 1.11 "Additions to Contract" All materials and services supplied and added as extra , incurred in addition to the quoted schedule of materials and price
- 1.12 Variation Order

2.0 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Clients statutory rights as a consumer.



3.0 PRICE AND PAYMENT

- 3.1 We will always supply you with a detailed itemised cost proposal for the work that will be done.
- 3.2 Cost Proposals only apply to works, materials, hire and labour itemised, summarised and stated in the contract.
- 3.3 Cost Proposals shall be open for acceptance no longer than 3 months.
- 3.4 All costs are subject to VAT (Value added Tax) set currently at 20%
- 3.5 Unless otherwise stated in the cost proposal or agreed between the parties, the Contractor shall invoice the Client for the contract price (plus VAT where applicable) upon completion of the work. Unless otherwise stated in the cost or unless otherwise agreed by the parties, invoices shall be payable immediately upon receipt of invoice unless otherwise stated.
- 3.6 If after acceptance of the cost proposal by the Client, the cost to the Contractor of carrying out the Contract work is increased by reason of increases in the cost of materials, labour or any factor outside the control of the Contractor, the Contractor shall notify the Client of the price increase before undertaking any further work.
- 3.7 The Client will be sent a final invoice upon completion of work highlighted in "the works schedule" this will include any variation costs, incurred costs, accumulative costs and extras all added to the cost proposal.
- 3.8 The Client agrees to pay the Contractor the Contract price together with any VAT properly chargeable upon the Contract price.
- 3.9 Payments can be made in Cheque, cash or direct bank payment payable to Meo Landscapes,
- 3.10 The Contractor reserves its right to charge interest of the rate of 5% per annum above the base rate of the Bank of England on all outstanding sums from the due date until payment, in addition all administration fees and charges.
- 3.11 In the event of non payment after reasonable time and opportunities Meo Landscapes will instruct IDRS and / or my solicitor in reclaiming all funds outstanding including costs, fees and interest outstanding.
Meo landscapes will only accept contracts were client agrees to these terms of payment.
- 3.12 Payment will be made upon completion of work within 7 days of completion of works, unless otherwise agreed or stated.
- 3.13 If invoice has been raised and additional snagging has been identified then the client has right to withhold 5% of final payment until works are completed –only..
- 3.14 Meo landscapes operate a fair payment policy.
- 3.15 Meo landscapes operate a prompt payment term of 3% discount of total quotation for prompt payment.
- 3.16 All contracts must be settled, completed and paid before any other phased works are started.

4.0 ADDITIONS TO CONTRACT, VARIATION ORDERS, EXTRAS, ACCUMULATIVE AND INCREASED COSTS

- 4.1 The Contractor will where possible notify Client to unforeseen and accumulated costs.
- 4.2 The Contractor has in place a "Variation Order" process to agree with the client any alterations, changes or increased costs in variation to the agreed contract cost proposal and specifications.
- 4.3 Meo Landscapes reserve the right to make changes, improvements and additions to the project at chargeable rate additional to the contract price.
- 4.4 Any additional work and supplies requested by the client or in addition to the works schedule or accumulative to the quotation will automatically be deemed additions to contract and will be invoiced accordingly.
- 4.5 Meo landscapes will only re-quote for work with a pre-vat value of £500 during the build process for additional work.
- 4.6 All extra goods and services when applied by the Client will be invoiced as per prior agreement
- 4.7 Where possible and if requested the Contractor will present an alternative written cost proposal for Services and Materials.
- 4.8 The Contractor holds the right in charging for any labour and materials to work that over-runs due or is extra to unforeseen circumstances at no control to us.
- 4.9 Extras, accumulative and additions will be itemised in final billing, changes to the initial quote will be deemed as additions to contract.
- 4.10 All projects requested by Client to Contractor that include and require extra Services and Goods will be chargeable as per variation orders.
- 4.11 Where unforeseen work is required that has not been quoted or included in any original documentation, this will be re quoted, in the event that it is not possible to re-quote an estimated figure cost will be presented.
Variation orders for price changes including accumulative cost additions to contract, alternative materials, substitutes including Hire, materials, contractors and labour are to be completed and agreed by the client before commencing any or all parts of the agreed contract.
- 4.12 As your Contractor you allow use of alternative or extra materials, change of design where construction restrictions apply and labour extras at Meo Landscapes discretion, including cost increases on materials and hire.



5.0 DEPOSITS

- 5.1 Initial booking deposit is required from Client with confirmation slip and signed cost proposal / contract copy or written letter.
- 5.2 Initial standard deposit is booking payable by Client is 5% of total quotation
- 5.3 Initial standard Materials deposit is payable by Client is 20% of total quotation
- 5.4 Deposits are only required for works over £1000, cost including VAT.
- 5.5 Deposit rates are set at the discretion of Meo Landscapes
- 5.6 The Contractor will send the Client a receipt of payment after clearance along with project estimated start dates.
- 5.7 Initial deposit is only refundable to the Client from the Contractor if no Goods have been ordered and cannot be cancelled, or no later than 2 weeks from start dates.
- 5.8 A second midterm payment will be required unless stated and previously agreed between Client and Contractor.
- 5.9 This midterm deposit is payable at the mid construction stage, or at a highlighted or agreed time of construction.
- 5.10 Midterm deposit is currently payable **30%** of the total quote. A date for payment may be highlighted and fixed.
- 5.11 In the event of over run on time or added work, stage payments may be required the Contractor will inform the Client
- 5.12 Deposit payments do not including optional extras or accumulative costs, mid Term payments are non-refundable.
- 5.13 The Contractor with-holds the right to retain 20% of any deposit paid as cancellation fee.
- 5.14 Construction Retention, Meo landscapes are happy to negotiate a retention fee held for 6 months by the client, retention fees will be between 5% and 10% of the total build cost, this is only applicable to hard landscaped areas and projects.
- 15.15 Late payment incentive, on all contracts a fee of 2.5% of the contact is to added on all cost prices/ this will be refundable on all prompt payments, otherwise will be retained by contractor as a late payment fee.

6.0 MATERIALS (GOODS) QUANTITIES AND CHOICE

- 6.1 All Materials used will be agreed in advance between Client and Contractor
- 6.2 The Contractor holds the right to provide alternative Materials where availability is limited or discontinued.
- 6.3 Any instruction will be highlighted by site consultation between Contractor and Client as to changes to Goods including quantities, colour, shape, design, texture, cost and impact on environment.
- 6.4 Materials supplied by Client will not be included in costs invoiced by Meo Landscapes.
- 6.5 Meo landscapes will not be responsible for damage, loss or replacement of materials supplied by client.
- 6.6 Materials and quantities will be listed in the schedule of all quotes.
- 6.7 Any materials or their quantities not included in the cost proposal will be added as additional.
- 6.8 The contractor holds no responsibility for price increases in materials over the cost proposal or for alternative prices, these will be charged to the client as per variation orders.

7. 0 WORKS AND MATERIALS SUMMARY

- 7.1 The Contractor will make available to the Client copies of works summary listing sheets, all the work activity chargeable as per the price for work in constructing the Site Project.
- 7.2 Summary lists are itemised, prices are calculated from this list, any work completed not included on this list will be treated as extras and is chargeable.



8.0 DURATION OF WORK

- 8.1 The Contractor will provide the Client with an estimate of the likely duration of the work.
- 8.2 Any dates or time scales given are approximate only.
- 8.3 Where possible Meo Landscapes will try to complete works within a budgeted timescale.
- 8.4 The Contractor will provide the Client with an estimate of the likely start dates of the work. Any dates or time scales given are approximate only, and may alter during busy times of the year.
- 8.5 Notwithstanding any other term of this Contract, the Contractor shall not be liable for any delay in delivery of the Goods or performance of the Services and time shall not be of the essence of this Contract over craftsmanship and professional detailing.
- 8.6 The contractor cannot be held responsible for delays that are out of our control
- 8.7 The contractor cannot guarantee specific start dates, and cannot be held responsible for delayed starts.
- 8.8 Record cards for specific projects will be issued to client on daily or weekly basis.
- 8.9 Day rates will be based on the hourly rate per man.
- 8.10 Hours of work will be based on per man rate.

9.0 COMPLAINTS

- 9.1 In the event of a reported complaint, the Client must complain in writing, in the first instance this is to be sent to Meo Landscapes.
- 9.2 The client will be sent a complaint form.
- 9.3 The Contractor will follow the complaints procedure as set out by the APL. A copy of this procedure can be obtained from The Association of Professional Landscapers, Horticulture House, 19 High Street, Theale, Reading, Berkshire RG7 5AH.
- 9.3 The Contractor has obligations to respond to any complaints form and make necessary repairs and alterations as required were necessary.
- 9.4 The Client has an obligation to list any complaints in a fair and just manner to the Contractor.

10.0 SNAGGING LIST

- 10.00 Meo landscape will offer a snagging list form to clients for any works required to finish contracts.
- 10.1 Only snagging works not completed satisfactorily or incomplete that are listed on the works schedule apply.
- 10.2 If a snagging list is presented after invoicing then the client must pay the amount but can withhold 5% of the invoiced amount, alternatively negotiate and agree a fair set amount withheld until snags are completed.

11.0 PLANTING MATERIAL

- 11.1 The Client shall be responsible for the maintenance of all living material following completion of the work and in the absence of the contractor in relation to watering.
- 11.2 If specific plant material is unavailable the Contractor will notify the Client and offer the Client a suitable alternative.
- 11.3 Plant material will be guaranteed for disease only as per contractor's supplier's terms and conditions.
- 11.4 Planting material includes plants, shrubs, trees bulbs, seeds and turf.
- 11.5 Turf will not be guaranteed for damage after the contractor has completed works.

12.0 HARD LANDSCAPING

- 12.1 Any specified instruction or specification to the maintenance or life of any hard landscape Goods and materials is the responsibility of the Client and not the Contractor.
- 12.2 Detrition of materials over time will be the responsibility of the manufactures for full replacement of materials.



13. DESIGN

13.0 The contractor shall use any design plans presented by the client or clients agent

13.1 Any design plans used must be followed as per the drawings and measurements provided.

13.2 Meo landscapes do not take responsibility in drawing changes or errors in measurement for any drawings provided by a third party.

13.3 Any project manager or designer acting for the client agrees with all parts of the terms and conditions acting as the clients agent.

13.4 In the absence of the client and were a designer or project manager is appointed the project manager or designer is accountable and responsibility for decisions made to changes, alterations or errors

14.0 GENERAL CONDITIONS

The Contractor

14.1 Were possible allocate time each day to tidy site.

14.2 The Contractor will be responsible for the safe storage and positioning of equipment and materials on the Site at all times.

14.3 The Contractor will take all reasonable steps to minimise environmental disturbance, nuisance and pollution.

14.4 The Contractor will carry out and complete the work detailed in the Contract in a good and workmanlike manner. And follow practise promoted by The Association of Professional Landscapers, trustmark and the law.

14.5 The Contractor will carry out a Site risk assessment and will ensure that all applicable health and safety regulations are met. The Contractor will make arrangements for staff and Client welfare facilities unless otherwise agreed with the Client.

The Client or Acting Agent

14.6 The Client shall notify the Contractor and any Site visitors of any known hazards or obstructions on the Site prior to submission of a Quotation and at the start of works. The Contractor will promptly notify the Client of the discovery of any obstructions or hazards during the course of the work and advise on the implications of the discovery of such obstructions or hazards, if any.

14.7 The Client must provide mains electricity and water on the Site. The cost of providing electricity and water will be borne by the Client.

14.8 The Client will allow the Contractor access to the site within the agreed working hours and throughout the agreed time period.

15.0 CONSENTS

15.1 The Client is responsible for obtaining any necessary consents for the implementation of the work from the relevant authorities and for ensuring that the implementation of the work complies with all applicable laws, Meo Landscaping will not be held responsible for any part at any time and for any cost for breach of law, any cost forced on to the contractor will be borne by the client.

16.0 INTELLECTUAL PROPERTY

16.1 All original designs, drawings, specifications, photographs and any other written material produced by the Contractor during performance of the Contract shall remain the property of the Contractor.

16.2 All materials used will remain the property of Meo Landscapes until paid for by the client



17.0 THIRD PARTIES

17.1 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

18.0 FORCE MAJEURE

18.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials, adverse weather conditions or adverse or difficult Site conditions.

19.0 CHANGES TO CONTRACT AND TERMS AND CONDITIONS

19.1 The Contractor shall be entitled to amend and update these Terms and Conditions from time to time.

20.0 GOVERNING LAW AND JURISDICTION

20.1 This Contract is governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of English Courts.

21.0 ACCEPTANCE

21.0 Acceptance of a Cost Proposal Contract including payments will be deemed to be acceptance of these Terms and Conditions.

22.0 LIABILITY

22.1 Except in the case of death or personal injury caused by the Contractor's negligence, the entire liability of the Contractor under or connection with this Contract shall not exceed the Contract price.

22.2 Notwithstanding anything else contained in this Contract the Contractor shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.

22.0 SEVERANCE

22.1 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.

23.0 ENTIRE AGREEMENT

23.1 This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreements. In the event of conflict between Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.

24.0 WAIVER

24.1 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.

25.0 GUARANTEE

25.1 Full guarantee's will be made available on request to the Client only after full payment is made to the Contractor.

25.2 The Contractor holds the right to waver any guarantee or alter its content to comply with construction details of Project and Site conditions.

26.0 INSURANCE AND RESPONSABILITY

26.1 The Contractor will have adequate and full insurance and can be made available for Client inspection.

26.2 The Client has responsibility in protecting Contractors equipment but is not liable for loss damage of contractors belongings.

26.3 The Client is responsible for the loss, theft and or damage of all stored materials and equipment on site.

26.6 Health and Safety is covered in Contractors forms.

26.7 On occasions The Contractor will request a damage and responsibility waver be signed for jobs that are deemed a risk not covered within the clients insurance or reputation.

26.7 Meo landscapes are covered for public liability insurance 5.5 million and accident and death insurance with NFU, accounts held at Norwich Branch Norfolk.