



## **Terms & Conditions 2021/2022**

**We have made the following assumptions in calculating our rates:**

- Acceptance of the Quotation (fixed cost) or Estimate (costing where there are items clearly highlighted and agreed as a contingency sum / To Be Confirmed) and a deposit paid means that the Client has read and understood the terms and conditions set out below. Any queries should be clarified before the job specification and associated costings (referred to here as The Contract) are accepted and The Works (the work referred to in The Contract) have begun.
- All Contracts must be confirmed in writing before work commences. Email confirmation is acceptable but there should be reference to date, quote number/ref, and a statement of acceptance of the terms and conditions herein, in order that the Contract is legally binding.
- No liability can be accepted for alterations to the works as shown in the Contract, unless agreed in writing.
- Extra work undertaken over and above the main contract will incur further costs. Additional labour will be charged at £280 excluding VAT per day. Additional materials shall be quoted for and agreed to, before these added works are undertaken.
- We ask that the Client ensures there is sufficient access to the Site, that all vehicles and other obstacles are removed, that gates, doorways and passages are clear of obstruction and unlocked or key/passcode provided, that neighbours are notified where access is required to carry out the work. We also request that all dog mess be cleared from the Site, if the works cannot be carried out the team will leave the site and you may still be charged for the hours carried out by the team.
- The Client should inform Formosa Landscapes Ltd regarding any springs, flooding, rock, mine workings, covered wells or other cavities, running sand, service pipes and cables, sewage or land drains, foundations and sub-structures of former buildings or other hazards or obstructions except those which are reasonably apparent by inspection of the site prior to the date of the Contract.
- Should additional work arise due to unknown or undisclosed structures such as those outlined in the above clause, then Formosa Landscapes Ltd may be required to add additional labour to the project or extend the project timelines. This will impact the

costs associated with the project which will be reviewed and agreed with the client before proceeding further.

- Formosa Landscapes Ltd cannot accept responsibility for damage to local statutory services i.e. gas, electrical cables, water and drainage unless notified of their locations prior to work commencing.
- Maintenance to the works has not been allowed for unless specifically included within the quotation.
- Planting and turfing. Separate watering and plant/turf care guides can be sent to you/the Client on completion of The Works at your request. It is the responsibility of the Client to carry out this care in accordance with these guides and no responsibility for plants and turf will be taken by Formosa Landscapes Ltd once the Works have been completed.
- All watering of plants and turf become the responsibility of the client once the contract has been completed and Formosa Landscapes Ltd cannot accept any responsibility for the survival once the contract has been completed. Formosa Landscapes Ltd will supply all relevant watering system instructions. The plants we use have no specific guarantee from our suppliers once they leave their nurseries.
- Nursery stock supplies are not inexhaustible. Should any plant be unavailable, we reserve the right to negotiate substitutes with the client.
- We accept no responsibility for the defects over and above failing to break out into leaf unless a formal maintenance contract is entered into.
- The Client needs to ensure they have obtained all permissions, given all notices and paid all fees required under any regulation or bylaw of any local authority/statutory undertaker/other authority having any jurisdiction with regard to the Works unless request has been made to Formosa Landscapes Ltd to carry this out on your/the client's behalf. You/the Client shall indemnify Formosa Landscapes Ltd against any claim/proceedings/loss or expense resulting from you/the Client failing to gain permissions/give notices/pay fees required in whole or in part. Formosa Landscapes Ltd will agree with the client, where appropriate, permissions that they will seek on behalf of the Client.
- Congestion Charges: where the Site falls within the congestion charging zone, then all costs levied on our vehicles attending the job site in connection with the Works will be charged in addition to the costs agreed in The Contract.
- Formosa Landscapes Ltd will not be held responsible for changes to the timeline due to Transport strikes/extreme weather/not gaining access to site/illness and any unforeseeable matters out of our control

- We ask for parking permits or parking costs for a work vehicle attending the job site in connection with The Works and these costs will be charged in addition to the Contract sum, on completion of The Works.
- Toilet facilities will be provided by you/the client unless prior agreement with Formosa Landscapes Ltd. All costs associated with this will be additionally charged to the client unless stated in the Contract
- Formosa Landscapes Ltd shall have lien on all goods and materials remaining on site until full payment of all monies have been made. The company shall have free access to enter the site to remove such goods and materials.
- Formosa Landscapes Ltd hereby excludes liability to the Client for any loss, cost or damage of any kind arising out of or as a consequence of its failure to perform or complete the Works by reason of matters beyond Formosa Landscapes Ltd control and which it could not have reasonably foreseen at the date of the Contract.
- Any concerns or complaints after the Works have been finished should be given to Formosa Landscapes within 10 days of completion of Works.
- Formosa Landscapes Ltd cannot accept liability for any defects to the Works caused by summer drought, landslip, tree root damage, water deprivation and severe weather conditions.
- Formosa Landscapes Ltd will agree appropriate material and installation guarantees for specific Works at yours/the client's request. However, we do not have a standard set of terms of guarantee due to the nature of our work.
- Formosa Landscapes Ltd cannot be held responsible for the effects of de-icing salts, as these are detrimental to the surface of concrete products.
- Formosa Landscapes Ltd cannot be held responsible for the fading of colours due to efflorescence which is a natural condition producing very small white particles covering the surface of concrete products. This condition is caused by having calcium hydroxide present as a soluble salt, which leaches to the surface and combines with carbon dioxide in the air to form calcium carbonate. (Chalk)
- Formosa Landscapes Ltd cannot be held responsible for slight colour variations, which occur, in concrete products.
- Wood is a natural product and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions may cause products to split, lose shape or warp. This is

natural and in all but the most extreme cases, normal shape will be resumed. Formosa Landscapes Ltd cannot be held responsible for the above taking place.

- Copyright laws cover all designs. The design cannot be reproduced without prior written consent by Formosa Landscapes Ltd. Once payment is received from the client, the client may then approach other contractors to quote for the project.
- We reserve the right to use any drawings, photographs or plans undertaken by us for any future publications or displays whilst ensuring the anonymity of the respective client.
- Formosa Landscapes Ltd reserves the right to withdraw from a site if the contract payment schedule is not adhered to. Any overdue payment will be subject to a monthly interest rate at bank rate plus 3% per month or part month overdue. Any variation on this quotation must be in writing and signed by both parties, with payment due in full at completion of contract to which this variation applies. Title and ownership of the materials and equipment will not pass until final payment is made. Formosa Landscapes Ltd can recover any materials in the event of nonpayment. The customer agrees to allow access to the site for this purpose.

#### **Payment terms of trading:**

1. Landscaping contract: deposit of 20% of the agreed Contract sum is requested on agreement and signing of The Contract. A full payment plan will be supplied along with A Schedule Of Works prior to any of The Works starting. Invoicing and payment for any additional costs agreed will take place at an appropriate stage of The Works – to be agreed between you/the client and Formosa Landscapes Ltd.
2. Garden design and Planting plans. Garden design costs are charged for as per the individual project and the agreed design fee is to be paid in full before commencement of work. Separate terms and conditions are provided specific to our Design service.

#### **Method of payment:**

By BACS to our bank account

#### **Further Conditions and Exclusions:**

- Bespoke planters/Trellis/timber structures/lighting will require written confirmation before they can be ordered. Once bespoke planters are ordered the client is responsible for payment if cancellation of the project occurs for whatever reason.

- Formosa Landscapes Ltd cannot accept any responsibility for any discrepancy what so ever if another contractor carries out the construction; it is the responsibility of the contractor to confirm all measurements and height variations and not scale from the plan alone.
- Any professional fees such as structural engineer's reports, arboricultural reports, planning submissions (inc. TPO's), topographical surveys and printing fees are not included in the quote and will be billed at cost.