



**WORK ACCEPTANCE LETTER**

Dear Customer,

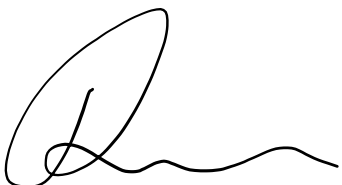
Prior to work commencing, please confirm you agree with the Signature Landscaping Ltd terms and conditions and accept the price received to carry out the arranged work as detailed in the estimate.

We look forward to working with you.

Kind Regards

**Signature Landscaping Limited:**

Director – Ben Coghlan

Signature.....

Date:

**Customer:**

Name.....

Signature.....

Date:

Company Registration Number: 15482793

VAT Number: 483 8434 57

Waste Carrier Number: CBDU578528



## TERMS & CONDITIONS 2024

1. Acceptance of the Quotation (fixed cost) or Estimate (costing where there are items clearly highlighted and agreed as a contingency sum / To Be Confirmed) 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.
2. 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.
3. No liability can be accepted for alterations to the works as shown in the Contract, unless agreed in writing.
4. Charges can be made for any additional works carried out, on instruction from the Client, and not specified in the Contract. All costs are subject to Vat @ the current rate. Additional materials shall be quoted for and agreed to, before these added works are undertaken.
5. We ask that the Client ensures there is adequate access to the Site e.g. that all vehicles and other obstacles are removed, that gates, doorways and passageways are clear of obstruction and unlocked, 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.
6. The Client should inform Signature Landscaping 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. A full site survey can be carried out by Signature Landscaping Ltd before commencing works and this should be requested in writing.
7. Should additional work arise due to unknown or undisclosed structures such as those outlined in clause 6 above, then Signature Landscaping 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.

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8. 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 Signature Landscaping Ltd to carry this out on your/the client's behalf. You/the Client shall indemnify Signature Landscaping 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. Signature Landscaping Ltd will agree with the client, where appropriate, permissions that they will seek on behalf of the Client.

9. 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.

10. We ask for parking permits or parking costs for vehicles 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.

11. Our terms of trading:

**A: Works over £5000:** A deposit of 33%+ VAT of the agreed Contract sum is requested on agreement and signing of The Contract. 33% + VAT is requested at an agreed midway stage of The Works, with the balance payable on fulfilment of The Contract. 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 Signature Landscaping Limited

**B: Works under £5000:** Where Signature Landscaping Ltd are required to purchase materials in advance, we request a deposit payment of 50% of the Contract sum, with final payment on completion. For larger projects payment terms/schedule are as per our landscaping department. Our hourly maintenance service is charged at £30 per hour plus vat. Accounts are payable within 7 days of the invoice date. Separate agreements are made with our regular contracted maintenance clients and these payment terms are set out as per their individual contracts.

**C: 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. If work is not carried out a garden design fee of £299 will apply.

12. Signature Landscaping 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.

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13. Signature Landscaping 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 Signature Landscaping Ltd control and which it could not have reasonably foreseen at the date of the Contract.

14. Any concerns or complaints after the Works have been finished should be given to Signature Landscaping Ltd within 7 days of completion of Works.

15. Signature Landscaping Ltd cannot accept liability for any defects to the Works caused by summer drought, landslip, tree root damage, water deprivation and severe weather conditions.

16. Signature Landscaping Ltd cannot accept responsibility for damage to local statutory services i.e. gas, electrical cables, water and drainage as notice should have been given on their locations prior to work commencing.

17. Planting and turfing. Separate watering and plant/turf care guides are sent to you/the Client on completion of The Works. 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 Signature Landscaping Ltd once the Works have been completed. The plants we use have no specific guarantee from our suppliers once they leave their nurseries.

18. Signature Landscaping 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 our work.

19. Quotes are valid for 1 Month from date of issue only.

20. Late payment of invoices for completed works, beyond our 14 day payment terms, will be subject to a 5% monthly interest charge (on all outstanding amounts). In addition a £50.00 administration charge will be added to each subsequent invoice, limited to one per month. Signature Landscaping Ltd, once written/email agreement (as per Point 2) has been received, Signature Landscaping Ltd reserve the right to enforce late payment charges in accordance with our terms and conditions.

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