

Terms & Conditions These Terms and Conditions shall apply to and are incorporated in any quotation and shall be deemed to apply unless expressly modified or excluded in writing by Marston Pomona (hereby known as the Contractor). These Terms and Conditions have been written to produce a transparent transaction, bound by contract, to protect both parties.

1.0 DEFINITIONS

- 1.1 "Client" means the individual or organisation who buys or agrees to buy materials or services from the contractor.
- 1.2 "Contractor" means the person or company detailed in the quotation or invoice being 'Marston Pomona'.
- 1.3 "Contract" means the contract for services agreed between the client and contractor to which these terms and conditions apply.
- 1.4 "Materials" means the goods, materials agreed to be purchased by the client from the contractor.
- 1.5 "Services" means the services to be supplied and agreed upon between the client and 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 "Quotation" means the contractors written quotation to which these terms and conditions apply for the written quotation for the contracted work.

2.0 BASIS OF CONTRACT

- 2.1 In any event these terms and conditions shall apply to every agreement for the supply of services and materials by the contractor. This will supersede any previous terms and conditions of the contractor and shall prevail over any other terms and conditions. No variations to this contract shall be binding unless agreed to in writing and signed by both parties.
- 2.2 The contractor reserves the right to withdraw from or alter an estimate or quotation at any time prior to a contract being entered into.
- 2.3 No order which has been accepted by the contractor may be cancelled by the client at any time unless agreed upon in writing.
- 2.4 All "recurring" contracts will be for an infinite period until cancelled, and subject to a minimum number of visits, unless agreed to in writing.

3.0 TYPES OF CONTRACT

- 3.1 A 'One off contract' is a contract agreed between the client and contractor for a job that will only take place once, examples of this could be: - laying a patio, Fencing, turfing. This contract may also include the agreed purchase of materials.
- 3.2 A 'Recurring contract' is a contract agreed between the client and contractor that has an agreed amount of visits and or time to carry out the contract, examples of this could be:- cutting grass, trimming hedges and general maintenance. This contract may also include the agreed purchase of materials.

4.0 CANCELLATION OF CONTRACT

- 4.1 The client has the right to cancel a new recurring contract (in writing or by email) that has a value of fifty pounds (£50) within fourteen (14) days of the date that the contract was made.

4.1.2 If work is carried out within that first fourteen (14) days and the client cancels the recurring contract after work has began but during that first fourteen (14) days of the original agreement being made, the work will be charged as a 'one off job' with a minimum price of two hundred and fifty pounds (£250).

4.2 All recurring contracts shall (unless agreed to in writing between all parties) be capable of cancelation by the client only after the minimum term of the contract has passed, and there upon the client giving the contractor one calendar month notice in writing. The contract will then expire at the end of such notice period, or immediately upon the client paying in advance the sum exactly equal to the total cost of the outstanding scheduled work, for the minimum contract plus the one months notice period.

4.3 If a client decides to cancel a contract for a 'One off job' the contractor may make a cancellation charge in respect of the services already carried out at its current hourly rate together with any reasonable charges incurred by the contractor as a result of such cancelations.

4.3.1 If a client decides to cancel the contract once materials have been purchased then that is a non refundable charge that the contractor accepts no responsibility for and will be passed on to the client regardless of the contract commencing or not.

4.4 The contractor may cancel the contract at any time after the minimum contract period has expired by giving one months notice.

5.0 QUOTATION

5.1 The quotation price is valid for a period of thirty (30) days from the date shown on the quotation and thereafter ends automatically. If you wish to proceed with your landscaping job you must let us know before the thirty day period expires. Failure to do so will result in the need for a new quotation to be issued. This may then include a call out fee which the contractor will inform the client on prior to the visit.

5.2 The quotation is based on conditions known and information provided by the client at the time of viewing.

5.3 The client will pay any costs related to extra works, or costs due to unknown obstacles or changes which were not explained at the time of viewing and that have therefore not been noted and agreed upon within the quotation.

5.4 The contractor reserves the right to increase quotation prices with prior notification to the client. However this will only relate to costs outside Marston Pomona control which lead to a price increase. Examples of this would be: - Raw materials increase, fuel price increasing, minimum wage increases.

5.5 Any specific conditions in which the contractor has been informed of will appear on the quotation such as, access issues or neighbour disputes.

5.6 It is the client's responsibility to ensure the contractor is made aware of any special bylaws/conditions/permissions that may be involved. All of which should be noted in writing and where both the client and contractor have signed for.

5.7 It is assumed by the contractor that all works carried out will do so on lands under the ownership of the client, and the contractor or its employees accept no responsibility for works out of land ownership or laws and regulations that have been applied before commencement of any works.

5.8 Quotations for all types of work carried out by Marston Pomona are non negotiable.

6.0 PRICE AND PAYMENT

6.1 The client agrees to pay the contractor the price together with any VAT properly chargeable upon the contract price for the services set out in the quotation.

6.2 Any work requested by the client that is not set out and agreed upon in the quotation will be charged at the current rate persons per hour and added to the invoice as extra work.

6.3 Where applicable, unless it is stated otherwise in the quotation/specification or otherwise agreed between the parties involved. The contractor will invoice the client for the completed work on a monthly basis in arrears. Unless agreed upon by the parties or otherwise stated in the quotation, payment shall be made on receipt of each invoice.

6.4 The contractor reserves the right to charge interest at the rate of two point five percent (2.5%) over the current bank of england base rate on all outstanding sums from the due date until payment. Where any payment is outstanding, unless agreed upon by the parties, without prejudice the contractor has the right to provide no further materials or services whatsoever to the client and shall be entitled to cancel the contract with immediate effect.

7.0 TERMS OF PAYMENT

7.1 Subject to any special terms agreed between the client and the contractor signed and in writing and without prejudice to the above conditions, the contractor is entitled to invoice the client immediately on completion of the stated services or materials supplied within the quotation.

7.2 All accounts/invoices/bills are payable upon the day of completion for one off jobs unless agreed upon in writing on the quotation or invoice.

7.2.1 All Recurring contracts accounts/invoices/bills are payable upon the agreed day upon the invoice.

7.3 Payment should be made to Marston Pomona by: bank transfer, cash or cheque. You will always receive a receipt via email for any payments made.

7.4 The client shall make payment to the contractor for any scheduled works that are unable to be carried out due to the following conditions: (1) no reasonable access, (2) for reasons of health and safety.

8.0 DEPOSITS

8.1 A fifty percent (50%) deposit will be required to secure and guarantee an agreed work date in our diary. This is to pay for your materials and the payment is to be paid one week prior to your landscaping project commencing.

8.1.1 If the date due to start work is agreed within a week of work commencing then the full fifty percent (50%) payment is due immediately on the date in which the work is agreed.

8.2 The remaining fifty percent (50%) balance is payable upon the day of completion of your landscaping project and no later.

8.3 If the materials chosen for your project exceed fifty percent (50%) of the entire job then a deposit of greater than fifty percent (50%) may apply.

8.4 Any deposits or advance payments needed for third-party/subcontractor workers i.e. electricians, bricklayers, heavy machinery operators etc will be requested in advance. This also applies to the hiring of specialist equipment needed and stated within the quotation.

9.0 COMPLETION AND DELIVERY

9.1 The contractor will provide the client with an estimate/specification of the likely duration of the work set out in the quotation. Any dates or time scales given are approximate only and the contractor shall not be liable for any delays in completion of the service and or delivery of the materials however caused.

9.2 Risk of damage to or loss of the materials shall pass to the client at the time of delivery to the client or if the client wrongly fails to take delivery of any materials needed to complete the job.

9.3 Unless clearly stated in the contract, any dates or time scales for completion are approximate only.

10.0 MINIMUM CONTRACT PERIODS FOR RECURRING SERVICES

10.1 Fortnightly garden maintenance contracts are ongoing throughout the year (unless agreed otherwise in writing), with a minimum contract period as shown on the quotation that has been agreed by all parties. Depending on the contract type the number of visits per annum is usually between twenty one (21) to twenty six (26), all of which will be agreed upon by all parties and stated in writing.

11.0 SCOPE OF WORK

11.1 The contractor will carry out and complete all works detailed in the contract/quotation in a professional manner. There will be no obligation to execute any further works unless agreed to in writing between all parties of the contract.

11.2 Unless otherwise agreed, all materials will be delivered to the site at least twenty four (24) hours prior to work being due to commence.

12.0 THE CLIENT

12.1 The client shall notify the contractor of any known hazards or obstructions on or around the site prior to the submission and signing of the quotation. The contractor will immediately notify the client of any hazards or obstructions during the course of the works and advise on the implications of said hazards or obstructions, if any.

12.2 If electricity and/or water is required by the contractor on site the client must provide this, the costs of which will be borne by the client.

12.3 The contractor must always have access to the site between the hours agreed upon by the client and contractor. Failure to do so resulting in works taking longer than the agreed scheduled time frame could result in revised costs by the contractor.

12.4 Any materials left overnight within the compounds of the site are the sole responsibility of the client and the contractor bears no responsibility upon them.

12.5 The client agrees to move any animal waste/hazardous waste from any areas worked upon by the contractor prior to arrival.

12.6 Please ensure all pets/young children are kept indoors whilst the contractor is on sight. This is to ensure the health and safety of all parties.

12.7 It is the responsibility of the client to ensure that any consent needed for the implementation of the services from the relevant authorities and for ensuring that the implementation of the service complies with all applicable laws is obtained.

13.0 IMPORTANT INFORMATION

13.1 Marston Pomona will not accept responsibility for any damage to or costs involved with any underground obstructions such as water and electrical piping that have not been made known to in writing or apparent on visual inspection.

13.2 Marston Pomona will not accept responsibility for any of the clients electrical appliances that may be unplugged/ switched off throughout the working day for the purpose of using the clients power source or for safety reasons.

13.2.1. It is also the client's full responsibility to ensure all electrical equipment such as cookers, lights, fridges and freezers are plugged back into their sockets and switched on throughout and at the end of each working day.

13.3 If any disputes with neighbours/local council or any other party prevent or delay the contractor or any of its staff from carrying out work that has previously been agreed, the client will be charged for Marston Pomona lost time. This will involve the contractor retaining the initial twenty percent (20%) deposit to cover business costs. If you know prior to work commencing of any issues that may arise, please inform the contractor immediately.

14.0 HEALTH AND SAFETY

14.1 The contractor will take all necessary steps to minimise noise pollution and environmental disturbances. However this may be unavoidable due to the operation of specialist machinery.

14.2 The contractor must perform its obligations meeting the requirements of all applicable law regarding health and safety, as well as taking into account the client's own health and safety policy whilst on the client's property (where applicable).

14.3 If the client has their own current environmental policy they must make the contractor aware of this and provide the contractor with a copy in writing before services commence.

15.0 LIABILITY

15.1 The contractor shall bear no responsibility in respect to any damage by the contractor to the client's premises in respect of which the client shall claim against their own insurers.

15.2 Unless agreed upon by both parties in writing the contractor shall bear no responsibility for irrigation of planted materials and lawns and does not accept liability for the loss of planted materials due to lack of irrigation or adverse weather conditions.

15.3 The contractor does not accept responsibility for the loss or damage of any materials such as fence panels, posts and patios due to adverse weather conditions, criminal or accidental damage. This applies before, during and after work has been completed.

15.3.1 Accidental damage applies to anyone other than the contractor or its employees.

16.0 CUSTOMER CARE POLICY

16.1 If the client is not fully satisfied with any part of the contractor's service, then please inform us in writing within seventy two (72) hours of completion of work.

16.2 If the client has a concern with any aspect of the service prior to or during the service the client must inform the contractor of this immediately in writing.

16.3 Marston Pomona is one hundred percent (100%) committed to its clients satisfaction and guarantees to investigate and respond to any concern within fourteen (14) working days of receiving any concern in writing.

17.0 PHOTOGRAPHY/VIDEOS

17.1 Marston Pomona reserves the right to take before/during and after photographs or videos of all our 'One off' and 'Recurring' contracts. These photographs/videos may be used for advertising purposes.

17.1.2 Marston Pomona reserves the right that all photographs/videos used for advertising purposes will be published on our website 'www.marstonpomona.com' as well as our business facebook and instagram accounts.

17.2 If the client does not want photographs/videos to be taken or appear on the contractors website (www.marstonpomons.com) or social media accounts then they must inform the contractor in writing prior to services commencing.

18.0 SEVERANCE

18.1 If any provision of this contract/terms and conditions is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this contract/terms and conditions will remain in full force and effect. Marston Pomona Reserve the right to change these terms and conditions at any time. These terms and conditions are the copyright of Marston Pomona and must not be copied.