

## Terms and Conditions of Service For Lawn Construction, Tree Works and Grounds Maintenance

Definitions - In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- "The Client" - means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) that purchases services from the Supplier
  - "The Commencement Date" - the commencement date for this agreement as set out in the schedule
  - "Services" - means the services to be provided by the Supplier to the Clients as set out in the estimate specification
  - "The Contractor" - ANB Groundcare Ltd including all contractors representing the business
- i. The headings in these Conditions are for convenience only and shall not affect their interpretation.
  - ii. Each reference in these Terms and Conditions to "writing", and any similar expression, includes electronic communications whether sent by e-mail, text message or other means.
  - iii. Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
  - iv. References to persons, unless the context otherwise requires, include corporations.

### Terms of Business

The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by the contractor.

#### 1. The scope of the work

- 1.1 The contractor shall carry out and complete works described in the estimate document in a good and workmanlike manner and shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and any drawing, the description contained in the specification shall prevail over the drawing.
- 1.2 The contract documents shall contain, the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the client shall form part of the contract unless specifically agreed to in writing by the contractor.
- 1.3 Only the items on the estimate specification are included, but all works are due for payment. All other requested works are excluded.
- 1.4 The client is responsible for obtaining any necessary planning permission for the works and the fulfilling of statutory requirements unless otherwise agreed in writing. We reserve the right to request confirmation of the same.

#### 2. Estimate

- 2.1 The estimate is the best approximation, to correctly complete the work.
- 2.2 The contractor also reserves the right to increase the value of this contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond their control.
- 2.3 Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. Consumers are entitled to a cooling-off period of 14 days following acceptance of the quotation. It should be noted by clients that any attempt to cancel (by the client) within 72 hours of the agreed start date will involve the client being liable to a cancellation fee of £25.00 and any loss or expenses incurred as a result at the discretion of the contractor. (Up to a maximum of 50% of the total estimate.)
- 2.4 Estimates comprise a description and an approximation of the cost, should there be an increase in the cost of products between quotation and instruction then we shall inform you of the same. Though every effort will be made to complete the work to this schedule from time to time there may be other unexpected costs associated with the project. Any extra work requested (both verbally and written), or costs due to unknown difficulties is excluded from this estimate but will be detailed and laid out in writing at the time of the request.
- 2.5 Amendments to works required prior to arriving on site, changes in site/ground conditions since the original visit or additional works requested/required whilst on site, the quotation will be revised accordingly, either electronically in advance or handwritten on the day of work, with agreed amendments signed by the contractor and the client.
- 2.6 The reason Terms are necessary is to produce a reputable transaction, bounded by contract, to protect both parties. By employing ANB Groundcare Ltd you accept these terms. All estimates are valid for 14 days from the date of the quotation.

ANB Groundcare LTD, Peace Haven, Shurlock Road, Waltham St Lawrence, Berkshire RG10 0HN  
Company Registration No: 07997511 ❖ VAT Registration No. GB 895 6511 79 ❖ Waste Carriers Licence No. CB/LN5414EF



- 2.7 The estimate becomes binding on the date to which it is confirmed in writing.
- 2.8 The client will pay for any extra work, or costs due to unknown difficulties or changes, which are not within the estimate.

### 3. Deposit & Payment

- 3.1 Commercial and Domestic client works exceeding £5000.00 will be required to pay 50% deposit/stage payments which will be required in advance of work commencing. In such circumstances, it will be agreed in writing at the time of estimate.
- 3.2 If you cancel the services, we may retain some or all of the Deposit if we have, with your approval, commenced work or already purchased goods for the project.
- 3.3 The client agrees that they will pay the contractor the full contract sum (all costs incurred) together with any Value Added Tax properly chargeable upon the contract.
- 3.4 All accounts are net and do not provide for any discounts or retentions.
- 3.5 We accept the following methods of payment: BACS and credit/debit cards. Payment by credit card incurs an additional 2.7% fee.
- 3.6 Subject to section 3.9 hereunder and unless otherwise stated payments are strictly due within payment terms as per the initial estimate (7 days of invoice Domestic/30 days of invoice Commercial).
- 3.7 If payment is not received by the due date, we may charge you statutory interest on the overdue sum at the rate of 8% above the base rate of Natwest Bank from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 3.8 If we are required to issue proceedings to recover any fees or disbursements and we are successful in such proceedings, you agree that you will pay our legal/advisory costs of such proceedings even if the amount claimed is suitable for the small claims track.
- 3.9 In the event of a dispute, we are willing to consider Mediation or Arbitration. The cost of the proceedings, disbursements, facilities and fees are to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.
- 3.10 Until payment in full has been made, any goods supplied shall remain the property of ANB Groundcare Ltd.
- 3.11 The contractor will only ask for the estimated price, unless there are any unforeseeable difficulties, or the work has been increased and agreed upon between the parties. In either case, all work will be paid for.

#### 4. The Site

- 4.1 The client warrants the site be free of underground problems (unless otherwise notified) including pipes, cables, stumps, sewage drains and waste materials. Where problems are found underground the contractor shall be entitled to charge for additional work necessary and properly executed by the contractor to complete the work.
- 4.2 The contractor shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use.
- 4.3 We will ensure that our services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practices.
- 4.4 We will ensure that no parts of the property suffer damage as a result of our provision of the agreed services. If we cause any damage to the property, we will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the services.
- 4.5 We will properly dispose of all waste that results from our provision of Services.

#### 5. Delay disruption

- 5.1 The contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall the contractor incur any liability to the client for any untimely performance.
- 5.2 Where a job is to last for more than one working day, the contractor will where reasonably possible leave the property in a clean and tidy state and minimise any disruption to your use and enjoyment of the property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the property at the end of each working day.

#### 6. Materials on-site

- 6.1 Materials delivered to the site become the responsibility of the client. The contractor accepts no responsibility for loss damage or expense after delivery of materials to the site for any reason. You will own the materials once we have received payment in full for them.
- 6.2 Any material brought to or removed from the site, excess to the contractor's requirements remains the possession of and removable by the contractor who shall have the right to enter the site for that purpose.

#### 7. Maintenance after completion

- 7.1 The contractor undertakes to execute the scope of this contract. The proper maintenance of the site however passes to the client upon practical completion, unless otherwise agreed in writing. Practical completion is deemed to take place as specified by the contractor.

#### 8. Acting agents

- 8.1 The contractor has no responsibility, or liability for structural considerations, the appearance of finish features, or overall management of works where an outside party has provided advice, drawings, or supervision unless agreed in writing prior to starting of contract. It is the responsibility of the agent to bring these terms of business to the attention of the client.

#### 9. Your Obligations

- 9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before we begin to provide our services.
- 9.2 We may ask you to move or remove certain furniture, fixtures and fittings at the property before we begin work. Unless you and we specifically agree otherwise, this is your responsibility.
- 9.3 You will ensure that the Contractor can access the property at the agreed times to provide the services.
- 9.4 You may either give the Contractor a set of keys to the property or be present at the agreed times to give the Contractor access. We promise that all keys will be kept safely and securely by the Contractor.
- 9.5 If you do not provide the required access to the property or make it impossible for us to provide the services by failing to comply with any other provision in this Clause and do not have a good reason for this, we may invoice you for any additional charges incurred as a result.
- 9.6 You must ensure that the Contractor has access to electrical outlets and a supply of hot and cold running water.

#### 10. Warranties & Liabilities

- 10.1 The contractor guarantees plants and trees supplied will be inherently healthy when planted. Responsibility cannot be accepted for loss after practical completion since subsequent site conditions are beyond the contractor's control.
- 10.2 The contractor accepts no liability for the health of existing plants to be moved during the contract.

- 10.3 The contractor guarantees that the grass seed supplied has been tested within current EC regulations. It should be understood that a sward cannot be made in one season and seed cannot be eradicated when the contractor undertakes to cultivate the land. The contractor cannot, therefore, take responsibility for re-growth.
- 10.4 Any structural or appearance of finished features is at the discretion of the contractor unless agreed in writing by the client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to the contractor, it is the responsibility of the client or agent to request a small sample of this finished work prior to the start of that specific feature. The contractor is not liable for any works necessary as a consequence of such an omission. This applies to both client and agent.
- 10.5 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 10.6 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

#### 11. Tree Work Specific

- 11.1 All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise.
- 11.2 ANB Groundcare Ltd will ensure that each job is carried out to the highest standard and in accordance with Health & Safety Regulations, including LOLER and PUWER. Should there be adverse weather conditions in the way of high winds/heavy rainfall, all tree works will be halted and rescheduled.
- 11.3 Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 11.4 Stump-grinding will be to a depth of between 250 and 300mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job. Unless otherwise agreed, all arising waste from stumps removed will be left in situ.
- 11.5 All arising's (Inc. twigs/branches/woodchips/logs/trunks/foilage etc.) will be removed from the site and become the property of the contractor unless specifically stated otherwise in the quotation.
- 11.6 Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):  
- Whether the tree(s) is the subject of a Tree Preservation Order  
- Whether the trees are located within a Conservation Area  
The trees within this contract specification may be in a Conservation Area or be subject to a Tree Preservation Order. Upon acceptance of our quotation, we shall check for the presence of legislative protection. We would be happy to make an application on your behalf but would advise that a charge may be made for this service, but no additional charges shall be applied to this work without first seeking your acceptance. Investigation of Private Covenants shall be the responsibility of the Owner and no liability shall attach to ANB Groundcare Ltd for a breach of such Covenant.
- 11.7 The contractor will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions/consultations are required, i.e. Natural England / Environment Agency. NB Please note, if the contractor undertakes the necessary LPA application/notification active charge of £45.00 will / may be incurred. Similarly, a charge may be incurred for the obtainment of an FC felling licence.
- 11.8 Where works are proposed to third-party trees, i.e. 'neighbours trees', the contractor will require written confirmation from the tree owner ('the neighbours') that the works are agreed upon and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client's property, then permission is not required but the neighbour should be advised where practicable
- 11.9 The site will be left generally 'clean, tidy and safe' but because of the very nature of the works including the production of wood dust, chainsaw/wood chippings/twigs/leaves and needles etc. and the traversing of site personnel, it will not be as it was prior to commencement of works.
- 11.10 In the unlikely event that you have any cause for complaint please contact the office in writing within 24 hours of job completion and we will endeavour to correct the situation in a timely manner.

#### 12. Lawn Construction specific

- 12.1 The customer fully is made aware that turf and other natural products. We cannot guarantee that the appearance and/or colours of products shown on the site exactly reproduce the appearance and/or colours of the physical products themselves.
- 12.2 Natural products may show some colour variations. All size estimates are approximate.

- 12.3 The customer fully understands that turf is a perishable product, which must be laid correctly on the properly prepared ground with no risk of drought and adequately watered within 6 hours of delivery if conditions are dry.
- 12.4 The company requires any complaint to be made in writing by the customer within 24 hours of laying.

### 13. Grounds Maintenance Specific

- 13.1 Any hard landscaping carried out by The Contractor will be to the client's specification, using good quality materials fit for purpose as The Contractor shall choose.
- 13.2 When carrying out soft landscaping works, i.e. planting, turfing, seeding, The Contractor will ensure that the ground is prepared to good horticultural standards and ensure plants are healthy when introduced. On completion of the job, it is the client's responsibility to maintain soft landscaping by way of watering and feeding to ensure successful establishment. Should any soft landscaping deteriorate down to lack of water, pests and diseases or climatic conditions The Contractor will not be responsible, other than when a specific maintenance contract has been agreed prior to works commencing.
- 13.3 When maintaining hedges the specified price is to remove the last 6 months' growth, reduction work will be quoted separately by The Contractor. The Contractor will carry out hedge trimming where possible, outside the bird-nesting season March-July inclusive. If The Contractor finds an occupied bird's nest whilst hedge-trimming work will cease and the client will be informed. Work will re-commence as soon as possible after the area becomes unoccupied.
- 13.4 Where grass cuttings are to be collected, The Contractor will ensure care is taken to remove cuttings and leave a clean finish. The Contractor will not be held responsible for minor clumping and small amounts of grass remaining where weather conditions are difficult.
- 13.5 The client is responsible for ensuring that grassed areas to be maintained are kept free of dog mess, moles and other items that may cause damage to/harm machinery, operatives or third parties
- 13.6 The term "Waste Removal" refers only to the waste produced by the supplier; it excludes disposal of any material otherwise on site.

### 14. Insurance

- 14.1 The Contractor carries 10 million Public Liability Insurance and a copy of the certificate is available upon request. The contractor will operate in accordance with good industry practice, their Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress.

## 15. Force Majeure

- 15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or another natural disaster, or any other event that is beyond Our reasonable control.

## 16. Legislation

- 16.1 The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including The Wildlife and Countryside Act 1981, The Countryside and Rights of Way Act 2000 and The Conservation of Habitats and Species Regs. 2012 (amendment)

This legislation requires the contractor to assess the impact of the works which may result in works being delayed as a result of nesting birds, roosting bats or similar being present.

## 17. Data protection

- 17.1 We shall comply at all times with the Data Protection Act 2018, the General Data Protection Regulation ("GDPR") and the retained EU law version of the General Data Protection Regulation ("UK GDPR") and as may be amended, varied, and supplemented, together with any additional applicable data protection and privacy laws in force from time to time, in the UK.
- 17.2 We will not disclose to any third party any personal data without your consent unless requested in accordance with agencies or for regulatory purposes.

## 18. Variation of these terms

- 18.1 We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.

## 19. Assignment

- 19.1 We may transfer (assign) our obligations and rights under the agreement to a third party (this may happen, for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under the agreement will not be affected and our obligations under the agreement will be transferred to the third party who will remain bound by them.
- 19.2 You may not transfer (assign) your obligations and rights under the agreement without our express written permission (such permission not to be unreasonably withheld).

## 20. Third Party Rights

- 20.1 The agreement is between you and us It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

## 21. Severance

- 21.1 If any provision of the agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

## 22. No Waiver

- 22.1 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## 23. Governing Law and Jurisdiction

- 16.1 The interpretation in performance of these conditions will be governed by the law of England. These terms of business are subject to the laws of England and Wales. Any dispute or legal issue shall be subject to the exclusive jurisdiction of the English Courts