

Terms and Conditions

Below are the terms and conditions upon which I provide both gardening and design services (the Design Services). The exact Design Services I will provide to you will depend on what you and I agree after the Initial Consultation(s) but may include garden design commissions, including concept design work, sketches, consultancy, creative advice.

Definitions

SGG, 'We', 'I', mean Simon Griffiths Gardens.

'the Client', 'You', mean the person or persons who request SGG to carry out work being liable to pay SGG fees jointly and severally.

'Project', 'Works', mean all hard and soft landscaping including preparation, construction and planting work. 'Quotation', 'Contract', 'Proposal' mean the written documents sent to You which incorporate these Terms & Conditions.

Initial Consultation

Before I provide any Design Services there is an initial consultation(s). I will visit you at your garden and we can discuss your thoughts, ideas and the garden's potential. This gives you an opportunity to meet and get to know me. There is no charge for the Initial Consultation.

Design Fees & Payment Schedules

After the Initial Consultation(s) if you wish me to provide Design Services I will provide an Outline Brief for the garden together with a Proposal/Quotation for my fees and a schedule of payments. The Proposal/Quotation will be based upon the condition of your garden at the time of my Initial Consultation(s) and valid for 30 days.

The Proposal/Quotation is based on my best assessment of the time it will take me to perform the Design Services requested, if I find that it will take more hours than I estimated to complete the Design Services, these extra hours will be charged for in addition but I will not work these hours or charge for them, without first discussing it with you and receiving your agreement to proceed.

Fees described in the Proposal/Quotation may be charged at an hourly rate or a fixed amount for specified work. Mileage if charged is at 40p per mile. Site visits charged as agreed.

I will need to have your written confirmation (including by email) that you accept the Proposal/Quotation and these terms and conditions to enable me to proceed with the Design Services,

Stages of the Design Process

Below is a general guide to the process. Depending on the nature and size of the individual project, additional site visits, meetings, discussions and drawing stages may be required.

1. The Garden Survey

An accurate, scale survey of your garden will be required to produce the design. I draw by hand using tracing paper and drawing board, and finalise and annotate the design using a soft-ware package. Please see my website for examples of finished plans. Small, straight-forward, local gardens can often be surveyed by me and one other.

With some larger or more complex projects, depending for example on factors such as topography and the size and scale of the project or the complexity of the site, including existing or proposed structures and ground conditions, it may be necessary for you to engage a specialist land surveyor to carry out the survey, or a building surveyor to advise upon some aspects of the site and the proposed design. If you do not know a surveyor who you wish to appoint then I can recommend a surveyor to whom I refer clients. The contract between You and the surveyor, including fees and payment terms will be an entirely separate contract between You and the surveyor. It is usually beneficial if I meet the surveyor on site on the day of the survey, to discuss the site and any particular requirements You have.

2. The Hard Landscape Design

This includes structural elements such as terraces, paths, borders, fences, walls, pergolas.

- A first stage draft drawing in pencil, will be produced for discussion. Any required additions or amendments will be noted.
- Second stage draft drawing in pencil will be produced for discussion, with any previous amendments having been actioned.
- Third stage final pencil drawing presented for You to approve. I will seek your written approval at this stage before I proceed to finalise via a graphic design programme and provide you with a copy. Electronic copies are not charged for, all paper copies are charged at cost.
- As work progresses, if further discussions, meetings and amendments are required between stages 3 and 4, these may be subject to additional charges for work over and above that which was initially estimated and/or agreed, but will be discussed with You first.
- Any amendments requested by You after the final drawing is completed will be charged for.
- Site meetings charged at previously agreed rate.

3. The Planting Plan

This is a separate design drawing, priced separately in the Proposal/Quotation and is undertaken after the Hard Landscape Design has been approved by You and is all about the

plants. Small gardens do not always require an additional drawing. Good quality plants are supplied by me in accordance with the Planting Plan as per the agreed plant list (subject to availability) and in the quantities required for the design. I will order and take delivery of the plants on site and set them out in their positions, ready for planting by me and the team only after the hard landscaping works have been carried out by your Contractor. Payment for the plants is required on the finalising of the order. All plant delivery charges are charged at cost to You as charged to me by the nursery. A 'mark up' up to 20% will be added to plant purchases.

4. The Contractor's Stage

Your Construction Budget

Some Clients are happy to instruct a design which incorporates all the features they would like without the constraints of a fixed construction budget. Other Clients may have a specific budget, in which case every effort is made to design a garden that reflects this figure. However, it is not always possible to accurately estimate the final cost of a design until it is presented to a Contractor for pricing, but once costed, if savings need to be made there are usually ways of doing this, for example with a change of materials, by removing an element of the design, or phasing part of the project.

Your Contractor

Although you will have to negotiate and agree the terms of a separate contract between You and the Contractor you wish to appoint to construct the garden I can assist You where requested, on the choice of Contractor to construct the garden. Where available I will recommend Contractors with whom I have had direct experience but this may not always be possible and whilst my recommendations are made in good faith, I shall have no liability for any defects in the Contractor's work or goods supplied, or be in anyway liable in the event of a dispute between Client and Contractor.

After you have appointed your Contractor, any changes to the design requested by You during the construction stage may well affect your contract with the Contractor and all resulting cost implications and extensions of time (if any) will need to be agreed between You and the Contractor before You request a change in the design by me.

Party Walls/Structural Work

Where detailed structural work is involved such as retaining walls, foundations and buildings including matters covered by the Party Walls Act it is recommended that You seek professional advice from a building surveyor and/or structural engineer in addition to your appointed Contractor. I accept no responsibility and cannot be held liable if You do not seek appropriate advice before and during the construction works.

My Role During Construction

Whilst I will not supervise or manage Your Contractor's works, I will make agreed site visits during the construction works, to liaise between You and the Contractor if you request and to help ensure that construction is progressing in accordance with the design. I will notify you of

discrepancies between the design and the actual works being delivered so that you may take steps to rectify such changes as you see fit.

An estimation of the number of anticipated visits will have been given and will be charged as per the agreed cost per site visit. Liaising with the Contractor and You also presents opportunities as the project takes shape, to see if, subject to Your approval, there may be small adjustments or variations that could be made to enhance the final result and is a valuable fine-tuning element of the construction.

Garden Lighting

If lighting is required in the garden I can produce an outline lighting plan for a qualified electrician to then design and cost a full electrical specification for you. All electrical works must be carried out and signed off by a qualified electrician. If you do not know a qualified electrician who you wish to appoint then, if requested, I can recommend a qualified electrician with whom I regularly work. The contract between You and your appointed electrician including the cost and payment terms will be an entirely separate contract between the Client and the electrician. If a more complex lighting design is required then I can recommend lighting specialists.

Ponds and Water Features

Depending on the size and complexity of a pond or water feature, this may need to be referred to a water specialist for full design, technical specification and installation and may not necessarily be included in the Contractor's remit. If this is the case then, if requested, I can recommend a suitable specialist You can appoint directly for this aspect of the project.

5. Completion and Handover

On completion of my involvement in the project, You will be asked to sign a 'Garden Hand-Over' form acknowledging that the future care of the garden is now your responsibility; it also includes some broad, general advice on how to look after it. Depending on the size of the garden, the extent of Your horticultural knowledge and available time, I may recommend considering the engagement of a qualified gardener to assist with the future care of the new garden. Alternatively, SGG may be able to provide a maintenance service.

Plant care

Gardens are affected by external factors beyond our control including weather conditions, which can be both extreme and unexpected and they need time and patience to establish and develop. All plants and in particular, grass seed and/or wildflower mixes take a substantial amount of time to mature and evolve. In seeded areas, stone picking, occasional spraying of opportunist perennial weeds and the re-emergence of any naturally occurring, indigenous seed beds already present on the site, should be expected. A regular mowing regime is also essential to the forward maintenance and establishment of these areas. Continued watering of newly planted plants will be the responsibility of the client.

A detailed maintenance schedule and seasonal site visits are not included in the Design Services, but if requested a bespoke maintenance schedule tailored to your circumstances can

be drawn up for your garden at an additional cost after works have been completed by your appointed Contractor.

General Matters

Client's Responsibilities

To make all necessary arrangements to enable me by arrangement, to visit and view the garden, and to ensure it is safe and that I have unimpeded access to the garden during working hours for the duration of my involvement in the project. To provide any necessary facilities to perform the Design Services including during the construction phase, water, electricity, use of lavatory.

You will retain legal ownership or equivalent authority for work to be carried out at the property. You agree to obtain any Planning Permission or licences or other consents required for the garden project and provide details of any Tree Preservation Orders and any/all other restrictions. You agree that You will cover any fines or damages and indemnify SGG from and against any costs, claims, damages, liabilities and expenses arising from any breach of planning permission, tree-work or licences in respect of the project, if these consents are not obtained. You agree to carry out correct and regular horticultural maintenance to facilitate the ongoing establishment of the garden after completion.

Payment

Preferred method is by BACS, but cheques are accepted. I am not registered for VAT. Payment will be by you to me in instalments during the performance of the Design Services, as set out in the Proposal/Quotation. Payments are due on receipt of invoice. Overdue Payments: SGG reserves the right to charge interest on all unpaid amounts where payment is not received within 14 days following delivery of an invoice with interest accruing at the rate of 8% per annum compounded monthly until full payment is received. Any costs and expenses incurred to recover payment will also be charged to the Client. For a full design 50% of the total payment will be required before starting the design process. Payment for plants and materials bought by SGG will be required before purchase.

Delay or Cancellation

If You opt to delay construction or abandon it altogether, the balance of any design fee or outstanding design hours spent will be due to me upon completion of the design stages. All design works commissioned are fully chargeable, whether or not You are prevented from or decide not to install any design element.

Copyright and Intellectual Property Rights

Having first asked your permission to take photographs, those taken by me are copyrighted to me and I reserve the right to use photographs of the garden, before, during and after completion in promotional material, to illustrate my work. Only generic descriptions are used and no

material used will include the client's personal information. However, if a client expressly requests in writing that photographs of their garden are not used, I will agree to such a request. All sketches, designs, concepts, plans and documents prepared by me are the intellectual property of SGG and subject to copyright which remains mine notwithstanding the payment in full for the Design Services.

Supply of Defective Goods & Plants

If at the time of delivery, any goods including plants have any defect or damage, please contact me immediately. I will either repair or replace as appropriate any which were defective at the time of delivery to you. SGG liability is limited to the repair or replacement of such goods by similar goods and with plants of similar age and quality appropriate to the season in which they are replaced. In the event that you do not advise of any defect or damage to goods other than plants within seven days after delivery, you shall be deemed to have accepted the goods. After the Hand over of the garden I cannot accept responsibility for plants dying or becoming damaged due to factors including but not limited to neglect, extreme weather conditions including wind, rain, heat or drought, disease, pest attack, inappropriate watering, a change in soil conditions or fertilisation by you at your property after delivering to you and any replacement of failed plants is at my discretion.

If You cancel or terminate the contract, You remain responsible for either, the cancellation costs incurred by me for the goods and plants that SGG has ordered from a supplier (if these can be returned by me), or for full payment of any goods or plants that were ordered prior to cancellation or termination of the contract and which cannot be returned by me to the supplier. Until payment in full has been received for the goods supplied by me, the property and title to the goods including plants remains with SGG and you agree that I am authorised to enter the location where the goods are held to take possession of the goods including plants and if necessary remove them.

My Insurance

I have Public Liability to £2,000,000 is in place with Hiscox Ltd and Professional Indemnity up to £2,000,000 is in place with Hiscox Ltd.

Confidentiality

I will treat all personal and business information supplied by You as confidential and not disclose such information to a third party without your prior permission, except where required by law.

Limitation of Liability

To the extent permitted by law, my liability to compensate you for any loss or damage however caused is limited to my fee for Design Services.

Without prejudice to the forgoing

- If you require me to produce only a design and not perform any other Design Services, I shall have no liability for any dissatisfaction you may experience because of the way in which the design is implemented.

- I am not liable if works on site are delayed by other companies employed by the Client including the Contractor appointed by you and reserve the right to reschedule the works and seek from You recovery of reasonable costs incurred as a direct result of delays caused by such companies.
- All start and finish dates are provisional only and necessarily weather dependent and may be affected by other causes beyond my control. Dates and timings will be offered in good faith but are not of the essence and no guarantees are or will be given and I shall have no liability in the event of a delayed start or finish date.
- I shall not be liable for any defects, discrepancies or deficiencies in the Contractor's execution of the design.
- If asked by the Client to move or transplant trees, shrubs or other existing plants on site and if I am willing to do this, this is at the Client's risk and no responsibility will be accepted by SGG for the survival of these plants.
- I shall have no liability for any delay of defects in any goods supplied by or workmanship or services provided by or damage caused by your Contractors or any third party whether recommended by me or not.

Consumer Complaints

I always endeavour to provide an efficient and satisfactory service to all my clients but if You have a concern or complaint regarding any work carried out or goods supplied by me, I hope that in the first instance you feel you can discuss this with me so that we can address it. If you prefer please put your concerns in writing to my address below or by email. I will aim to resolve the matter promptly for You but if we are unable to reach an agreement I am very happy to consider a conciliation or mediation service with you to address your concerns.

Distance Selling Regulations & Off-Premises Contracts

Under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you may have the right to cancel our contract without giving any reason within 14 working days of accepting my Quotation. You can use the Cancellation Form provided with these terms and conditions by posting or emailing it to the SGG office within 14 days of accepting my Quotation. You will only be liable for the work carried out by me up to the date of your cancellation of my services. SGG is able to start working for you straightaway, before the 14 days have elapsed, but must have your express consent in writing to begin carrying out our services to start work straight away.