

GREENWAY LANDSCAPES LTD TERMS AND CONDITIONS: -

Greenway Landscapes Ltd shall supply and the customer shall purchase the goods and services in accordance with the accepted quotation which shall be subject to these Terms and Conditions.

The agreed final quotation represents a written contract for the exact work to be completed at the price quoted.

Any agreement made verbally is not covered unless it has been written in the said contract.

The agreement is made between Greenway Landscapes Ltd and the person who requested our quotation.

Greenway Landscapes Ltd will not enter into dialogue, accept any requests or communication in anyway with anyone other than the client, except where the client has provided written permission that allows them to do so.

The acceptance of the quotation, electronically or by any other means signifies a full acceptance and commitment to be bound by these terms and conditions.

PLEASE CHECK YOUR QUOTATION CAREFULLY.

VALIDITY PERIOD OF QUOTATION: -

Quotations are valid for three months from issue.

CHANGES TO YOUR QUOTATION: -

Any quotation or estimate is subject to revision if there are any changes to the nature of extent of the work. This may apply to labour and materials, which is due to factors beyond the control of Greenway Landscapes Ltd. (significant increase in costs of labour, materials or other costs of manufacture). However, the quotation will not be amended without consultation with the client.

THE SERVICES: -

With effect from the start date Greenway Landscapes Ltd will provide the services expressly identified in the accepted quotation.

Greenway Landscapes Ltd will use reasonable care and skill to perform the services identified in the accepted quotation.

SCOPE OF WORKS: -

The quote written by Greenway Landscapes Ltd for the client represents the requests of the client, it is not a builder's survey and will not be held liable for any task that is not included in the written quote.

ADDITIONAL WORK: -

Any additional work to be carried out for the client will be quoted for separately and agreed in writing before being carried out

ELECTRICAL POWER, WATER AND WC FACILITIES: -

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

INSURANCE: -

Irrespective of any insurance carried by Greenway Landscapes Ltd, the customer must inform his/her insurer the building works are to be carried out on the property and satisfy him/herself that he/she is adequately covered by insurance. Unless expressly agreed, Greenway Landscapes Ltd are not liable for loss of or damage to the works, material on site or any property of the customers, unless the same is caused by negligence.

CANCELLATION: -

In the event of cancellation by client, the client agrees to notify Greenway Landscapes Ltd in writing or by email 2 weeks before start date. If the customer elects to cancel our services after we have begun work the customer agrees to pay Greenway Landscapes Ltd administration, materials re-stocking, lost work and scheduling cost in addition to any part of the work that has already been undertaken, amounting to not less than 50% of the total project cost. A charge will also be made for materials that have already been purchased for a specific job, and in such cases these materials will be left at the customers premises.

MATERIALS: -

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per manufacturers guide lines. Where it is necessary to match existing décor. Our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted.

Greenway Landscapes Ltd is not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allows Greenway Landscapes Ltd to use these at their own risk.

COMPLETION TIME SCALES: -

Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame, we will not be held liable for failure to complete the scheduled works within the estimated time frame.

DAMAGES AND SUB-STANDED WORKMANSHIP: -

It is the responsibility of the client: -

To remove objects/ items from the areas to be worked on. Assistance can be provided with removing any bulk objects/items, but may incur an additional cost. Items to be removed before any work starts. In the event of breakages or damage of property Greenway Landscapes Ltd will notify the client immediately and set out steps to remedy the situation. Similarly, if at the end of the job the client is dissatisfied with any aspect of the service they must inform us as soon as possible. Client must allow Greenway Landscapes Ltd to affect a remedy using own people and under no circumstances will be held liable for cost of reparation by third parties that we have not expressly agreed to in writing. The client must notify us within 24 hours of an alleged breakage or damage caused by our employees.

PAYMENT TERMS OF QUOTED AND FIXED PRICE WORK: -

The client agrees to pay: -

A deposit of 20% of the total project cost on the start day of the project with the balance due on day of completion. We are happy to provide an invoice, however payment is due within the time scales as stated in terms and conditions.

A deposit is required to cover some of the cost of the material expenses.

All deposits must be paid by bank transfer unless agreed with Greenway Landscapes Ltd.

The acceptance of a deposit or the request to begin the project by email or written confirmation signifies a full acceptance and commitment to be bound by the terms and conditions.

COMPLETION OF PROJECT: -

If Greenway Landscapes Ltd deem it necessary, the client must make themselves available on the last day of the project for consultation and final sign off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

LIABILITY: -

Should rectification of any work be necessary Greenway Landscapes Ltd will make all reasonable effort to complete work as soon as possible and the customer will permit access to fulfil these obligations.

Movement, expansion or contraction of sub base or sub base due to (but not limited to), climate changes, tree roots activity underground, drains, mine working, earthquake and changes to the local water table are outside the control of the contractor, therefore we do not cover damage caused by these or relating factors.

These conditions are only applicable to the contracted party and not transferable should the client vacate the address. Greenway Landscapes Ltd are not liable for damage or deterioration caused by or resulting from, accidents, misuse, heavy good vehicles, natural weathering, lack of maintenance, (including repointing after 12 months from date of completion, impact damage, or staining caused by any substance whatsoever, failure to follow the supplier's instructions (whether given orally or in writing).

ASSIGNMENT: -

The client shall not be entitled to assign the contract or any part of it without the prior written consent of the supplier.

TERMINATION OF CONTRACT BY GREENWAY LANDSCAPES LTD: -

Greenway Landscapes Ltd will not tolerate aggressive or rude behaviour, racism, nationalism, sexism, homophobia or ageism directed towards any of its staff or trades people and reserve the right to terminate the project at any time in this event. Neither Greenway Landscapes Ltd nor any of its affiliates or agents shall be liable for any punitive damages arising out of our inability to complete the work specified or by invoking the clause.

THESE TERMS AND CONDITIONS CAN BE CHANGED AT ANY TIME.

