**Terms and Conditions**

daVally Garden Services Limited provides its’ services and purchases goods on behalf of customers based on the following terms and conditions:

1. All work undertaken will be discussed and agreed prior to the start date and all work will be completed from the original quoted specification by daVally Garden Services, unless otherwise agreed.
2. By signing the ‘Confirmation of Order’ form, the customer accepts the details set out in the estimate, the schedule of works, and the terms set out in this document.
3. The quotation/original price for work includes all materials and labour as stated. Anything not detailed in the quotation description may not be included in the price and if required will be charged appropriately.
4. The customer is required to provide water and electricity, if needed, at no charge to daVally Garden Services during the course of the work.
5. The customer will be responsible for all payments to daVally Garden Services, unless otherwise notified prior to commencement. All stage payments are required as per the due date on the invoice/payment schedule, and the final payment is due on the day of completion which we will notify you of. Late payments may be subject to an admin charge.
6. All materials used for the job will remain the property of daVally Garden Services until full and final payment is received.
7. daVally Garden Services Limited reserve the right to reclaim any materials and reverse any work completed in the event of non-payment.
8. Cancellation of work after submission of the ‘Confirmation of Order’ form shall be subject to a charge. Any work cancelled after submission of this form shall be subject to a fee equal to 15% of the quoted price. Any work cancelled within 8 weeks of the start date shall be subject to a fee equal to 50% of the quoted price. Any work cancelled within 6 weeks of the start date shall be subject to a fee equal to 75% of the quoted price. Any work cancelled within 4 weeks of the start date shall be subject to a fee equal to 100% of the quoted price.
9. When booking a job, we will normally ask you to make a deposit in order to hold your booking with us; the deposit amount will be communicated to you, is non-refundable, and will be deducted from your final bill upon completion. In most circumstances we also require a job to be paid for in stages, i.e. for jobs requiring several weeks or months to complete, to cover the costs of wages and materials etc.
10. If a plan of stage payments is required, the customer agrees to adhere to this payment plan and make sure payments are made by the date specified. If a stage payment is missed or unpaid, we reserve the right to cease works on the project until the necessary payment(s) are made.
11. Failure or refusal to make stage payments towards the cost of the project may be deemed a breach of contract.
12. Sometimes it may be necessary for sub-contractors to be paid directly by the customer. If this is necessary you will be properly notified. The full amount payable to the sub-contactor will be included in your quoted/agreed price, and will therefore be deducted when we issue the final invoice.
13. All materials surplus to the contract will remain the property of daVally Garden Services and will be removed from site upon completion.
14. It is very important and the sole responsibility of the customer to ensure we are made aware of any special/statutory bylaws/conditions/permissions that may be involved.
15. Maintenance is not included in one off contracts unless specified. Please let us know if you would like a separate quote for regular maintenance.
16. If you accept the proposal we reserve the right to use photographs of the garden (before, during and after construction) in promotional material. Such promotional material will not include any personal information.
17. We ask that customers stay off the garden at all times during the work unless absolutely necessary to adhere with our health & safety policy, as the site is liable to contain hazards. It is also possible that recently completed work may be inadvertently damaged (e.g. walking on slabs that have not yet set), which may result in extra charges applied to the final invoice for repairs carried out.
18. We will endeavour to keep the site as tidy as possible throughout the works, however it may not be possible to keep the site completely tidy from day to day whilst the works are in progress.
19. We ask that any cars/vans/other vehicles are removed from the drive or the front of the property (or areas close to the access point to the garden) as necessary to allow ample space for the workmen to bring in and remove materials from the work site. Any vehicles left in close proximity to the access point of the garden shall be done so at the owners own risk, and daVally Garden Services shall not be held responsible should any inadvertent damage be caused to such vehicles as a result.
20. If we are required to go through any building (whether this be house, garage, outhouse etc.) to access the garden, we are happy to do so, however this is to be done entirely at the risk of the customer, and daVally Garden Services shall not be liable should any damage occur. Whilst we will take every care not to cause any damage, we may need to transport heavy and bulky items on to the garden, and this can increase the likelihood of some inadvertent damage occurring (for example scuff marks on door frames/doors).

**Alterations and Additions**

1. Any additions and/or alterations to the work must be signed and agreed through the office. It is not sufficient to simply agree changes with the staff working on site.
2. Any additions and/or alterations to the work shall be properly treated as variations and additional payments may be required to cover the agreed changes.
3. If the customer adds extra work to the planned landscape, this will be chargeable.
4. Alterations/changes to the specification may incur an administration charge of £50+VAT.
5. Any additions and/or alterations will be treated separately from the initial agreed quotation and shall not interfere with the initial quote and work carried out. Any issues arising from agreed additions and alterations will not give reason for the withholding of payment for the rest of the job and must be dealt with separately.
6. All, or any special conditions, of which daVally Garden Services has been informed are noted in the quotation.
7. It is our normal policy that once we arrive, should you require any additional work or items, large or small, as good customer practice we endeavour to complete all additional work where practicably possible. This may not always be possible due to agreed timescales with other contracts/customers, in which case we would arrange for the additional work to be completed as a separate job.

**Timescales & Unforeseen Circumstances**

1. An indication of the expected duration of the job and schedule of work will be given prior to commencement and we will keep you updated with the progression of the job, however, due to the likelihood of unforeseen problems and/or adverse weather conditions, it is not possible for us to adhere to a strict timescale. Therefore any timescale given is to be used as a guideline only and is not given as a guaranteed date of completion.
2. It is sometimes necessary for us to move staff between jobs for various reasons, and this may occasionally result in days where nobody is present on your job. This will not significantly impact the timescale of your job and is only done where absolutely necessary, e.g. as a result of staff absence or unsuitable weather conditions.
3. At the time of order an approximate timescale for commencement will be given. However this is only a guideline as adverse weather and other unforeseen circumstances can and most likely will cause delays in prior jobs. This has a knock-on effect which can delay us from starting new jobs on the date we had originally planned for.
4. We will be entitled to suspend performance of, or terminate the work if the customer fails to pay any sum due to us, in accordance with the payment terms, or is in breach of these terms, or becomes bankrupt, in which case we shall be entitled to payment for all the work carried out, and for all goods supplied to the date of the termination, and to retain any deposit made.
5. We accept no responsibility for works that have been carried out on land that is not under the ownership of the customer and it is assumed that all planning laws or regulations have been applied before commencement of any works.
6. We shall not be liable for any defects or damage caused through adverse and extreme weather conditions, during or after the work.
7. daVally Garden Services is not able to accept responsibility for any damage to (or cost involved with the repair of) any underground hazards or obstructions, e.g. gas pipes, electricity cables and communications/audio-visual cables, not made known to us in writing or apparent on visual inspection. Ideally, plans should be provided by the customer detailing where any such underground obstruction may be so that we can take reasonable measures to avoid them.

**Final Payment, Handover & Aftercare**

1. A final payment of the balance will be required on the day of completion.
2. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
3. Payment methods are Bank Transfer, Cheque or Cash.
4. Any minor adjustments or snagging required will not be a cause for delay of final payment.
5. Upon completion, the responsibility for the care and watering of all plants, lawns etc. is handed over to the customer and will require regular attention until established. Great care is taken to remove all weeds/roots from the site when being prepared, and daVally Garden Services cannot accept responsibility for subsequent weed growth on completion of the project.
6. We are not able to accept responsibility for the well-being and maintenance of living plant material, including turf and soil, following completion. If necessary, we reserve the right to substitute any plant with another of equal value and growth/habitat/colour in accordance with the specification. In regards to any landscaping work that involves digging – such as patios, artificial grass, drives etc., nearby to trees, shrubs, flowers, plants etc., we cannot be held responsible if roots are in the way and need to be cut to complete the work.
7. We shall not be liable for any defects arising from the customer’s own actions or lack of care, including without limitation, inadequate watering, deliberate damage, removal or other abuse or damage caused by the customer.
8. Following the installation process, the products used will settle and set. Any issues that may arise as a result of the installation process will normally become apparent within the first 3 months. We are therefore willing to return for snagging work (such as resetting a loose slab or topping up the joints) for a period of 6 months after the completion date. Any snagging that becomes apparent after this period will not be as a result of the installation process, and any repairs will therefore be charged at the hourly rate plus any materials required. This does not affect your statutory rights.
9. We do not offer guarantees on the materials used as these are not produced by us, however our suppliers may offer their own guarantees on some materials.
10. We may, at any time, change/update these terms and conditions as necessary. An up to date version can be found on our website, or requested from the office.
11. Errors and omissions excepted.