

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These terms and conditions are the standard terms of engagement for work undertaken By Wild to Wonderful Gardens Ltd, a company registered in England and Wales under company number 11876112 whose registered office is Wild to Wonderful Gardens, The Mill House, Manor Farm Courtyard, West Hagbourne, Didcot, Oxfordshire, OX11 0ND.

1. Definitions

In these terms & conditions, the following definitions apply:

"agreement/contract"	means the agreement between you and us to carry out the works of which these terms form a part.
'goods'	means materials supplied by us
"price"	means the price payable for works
'Parties'	means you and us, and 'party' shall mean either one of us
"quotation"	means our letter or other communication to you setting out the price of the requested works
"services"	means the services, including any goods and materials, detailed in the quote/project summary and schedule of works
"us/we/our"	means Wild to Wonderful Gardens Ltd, and includes all employees and agents of Wild to Wonderful Gardens Ltd.
'works'	means the works described in our quotation, order confirmation or any other document or email issued by us, as may be varied by agreement in writing between the parties.
"writing"	includes electronic mail and comparable means of communication.
"you/your"	means the client; the person/company (including their employees, agents or assigns), organisation for whom we carry out work or supply materials.

2. Acceptance of works (the contract)

The quotation price is valid for six (6) weeks from the date shown on the quotation. After six (6) weeks the quotation will lapse. If you wish to proceed with your quotation, you must let us know before the six (6) week period expires.

These terms & conditions and any quotation provided by us constitute the entire contract between the parties.

The contract is considered to start when you have confirmed, in writing, your acceptance of our quotation and we have confirmed with you a date for the work to begin. Work will not begin until we have received advance payments requested in the quotation.

Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with our quotation and highlighted to you.

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Any illustrations, descriptions, imagery either displayed on our website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of works and services provided by us. No part of these shall form part of any contract.

These terms & conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Quotations

Any quotation supplied by us can be withdrawn by us at any time before receipt of an unqualified acceptance from you and shall be deemed withdrawn if it has not been accepted within six (6) weeks from its date.

The quotation is based on the visual inspection and assumed condition of the garden at the time. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated and we will not be held liable.

The quotation is based on the work being carried out during normal working hours. Should weekend, holiday or other extraordinary hours be required you may incur an additional cost for this.

Any quotation provided by us may be revised in the following circumstances:

- If after the submission of the quotation by us, you instruct us (whether in writing or orally) to provide additional works or services not referenced or detailed within the quotation.
- If following the submission of the quotation by us, there is an increase in the cost of materials to be supplied.
- If following the submission of the quotation by us, it is discovered further works and services need to be carried out which had not been anticipated, for example, to remove hidden obstructions or redesigning the plan to avoid them.
- If following submission of the quotation or works carried out, it is discovered that there was a manifest error when the quotation was prepared.

We will always advise you of any circumstances that will impact on the price quoted.

We will not be under any obligation to provide a quotation to you. We will only be bound to quotations provided in writing to you, which have also been signed by our authorised representative. We will not be bound by any quotations provided orally.

You will reimburse us for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of a quotation which you subsequently cancel.

4. Prices and payment

The price as stated in the contract includes value added tax ("VAT"). VAT will be charged at the prevailing rate. Our VAT registration number is GB 334 675 094. All payments are due in pounds sterling.

A payment schedule will be included in our quotation. This will include any requirement for an advance payment and/or stage payments.

All invoices are payable within seven (7) days of the invoice date.

If the Design and Build sketch service is chosen, the deposit paid can be redeemed against the first phase of a subsequent garden build project subject to the following conditions:

1. that the build is based upon the design
2. the build is ordered within 12 months of the design invoice date

3. the total value of the build exceeds £5000 + VAT.

This does not apply to any of our other design services and is specific to the Design and Build sketch service only.

Our preferred method of payment is by bacs/faster payment. Our bank details are on our invoice. We will also accept payment by cheque.

Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.

If payment of the price or any part thereof is not made by the due date, we may:

- Cancel the contract or suspend any further provision of the works to you with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services,
- Charge interest at the rate of 10% per annum on the unpaid amount.
- Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to you. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.
- Seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.

5. Quality Of Goods

It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

We warrant to use materials which are of satisfactory quality and suitable for their intended purpose. Unless agreed otherwise all materials will be new.

The terms of these conditions shall apply to any repaired or replacement goods supplied by us under this section 5 and section 18 below.

Living products are supplied on the understanding of the following:

- You fully understand that plants are a living material and therefore an ever-changing product.
- You fully understand that plants are a perishable product and will deteriorate in quality if not provided with the appropriate aftercare, including but not limited to providing sufficient water and feed to establish the plant and promote healthy growth, protection from the wind/providing a stake to secure them, etc.

6. Garden Design Consultancy Session

Before any Design Services are provided there is an initial consultation. We will visit you at your garden and we can discuss your thoughts, ideas, and the garden's potential.

Additional charges may be incurred if more than one visit is required.

7. Design Services

An accurate, scale survey of your garden will be required to produce a Concept Design Plan. We can survey small, straight-forward, local gardens. 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 us to engage a specialist land surveyor to carry out the survey.

One set of amendments to the design is included in the price. Further amendments will incur additional costs.

Design and Build sketches are not to scale, just approximate layouts, and should not be used to scale up from on site.

Extra copies of designs are available at additional cost.

All design work commissioned is fully chargeable. If you decide not to install any design element this will be at your discretion and your responsibility. Should you choose not to have the project constructed for any reason, the agreed design fee remains payable.

8. The Garden Build Services

We shall undertake the work in accordance with the quotation and order confirmation in all material respects.

We shall undertake the work carefully and competently and will leave the working area clean and tidy after finishing the work.

If the works spread over multiple days, the site will be left appropriately and safe and as agreed with you beforehand we will endeavour to minimise environmental disturbance, nuisance or pollution from the work.

Whilst we will try to ensure work starts on the indicated date, this is dependent on the availability and timely delivery of materials. We will endeavour to notify you at the earliest opportunity if it is likely that the work will be delayed as a result of supplier issues.

We will use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall we incur any liability to you for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond our reasonable control.

Weather conditions, including snow, hard frost, extreme rain, excessive heat or drought may cause the delay of a start or completion date of a Contract. We will always inform you at the earliest opportunity of any such expected delays.

Staff illness/death of family members may cause unavoidable delays to the works. If a member of our team has an illness or is off work due to an extenuating circumstance that are beyond their control this is going to affect a start or end date of a project. You will be informed as soon as is practically possible.

We shall have the right to make any changes to the work which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the work, and we shall notify you in any such event.

Removal of any waste materials will be your responsibility unless you have asked us to include the cost of removal in our quotation.

If any asbestos type or other hazardous waste materials being found during our work you must take responsibility for employing, at your own cost, a specialist company, under a separate contract, to remove and dispose of it.

9. Plant Selection and Planting Plans

Selecting the right plants for your project takes time to research and source and is an important element of the service we provide.

Plant selections are subject to availability. Where substitute plants are used, these will match description and preferences as closely as possible.

Changes in plant sizes may result in an adjustment to the price.

Plants will be planted in the most aesthetically pleasing way and may not exactly match the locations stated in the planting plan, if one has been provided.

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No liability can be taken for plant health once planted except to the extent covered in accordance with sections 5 and 18.

Plants are covered by nursery/grower warranty only.

10. Planting and Garden Tidying Services

We shall undertake the work in accordance with the quotation and order confirmation in all material respects.

We shall undertake the work carefully and competently and will leave the working area clean and tidy after finishing the work.

We will use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall we incur any liability to you for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond our reasonable control.

Weather conditions, including snow, hard frost, extreme rain, excessive heat or drought may cause the delay of a start or completion date of a Contract. We will always inform you at the earliest of any such expected delays.

We shall have the right to make any changes to the work which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the work, and we shall notify you in any such event.

Removal of any garden waste will be your responsibility. We suggest one of two options:

- We fill up your green waste wheelie bin (contact your local council to order one, they are very cost effective and easy means of disposal) until it is completely full. We then bag up your additional green waste and leave it in a corner of your garden for you to dispose of yourself, either by taking to your local waste disposal site or decanting into your garden waste bin over coming weeks
- If you have a considerable amount of waste, we recommend that you arrange to have a skip at your garden for your tidy session (we can provide you with details of a reputable / reasonable skip company). By telling the skip company that you are only disposing of green waste, you may get a cheaper deal.

There will be an additional charge for any consumables used on the day – compost, feed, ties, stakes, etc. unless these were included in the original quotation.

11. Masterclass Training / Plant Shopping Day

We will review your existing planting beds together and decide upon the area to focus on.

The cost of plants bought/ordered during a Masterclass or Plant Shopping Day are not included in the price quoted.

In a Masterclass we will work together with you on your garden, creating beautiful borders, so you can be fully involved in the planting of your garden. Training and advice on how best to maintain your new and existing plants is included.

12. Ongoing Garden Advice

For on projects we are not actively involved in, ad-hoc advice is provided either in person or by telephone and will be charged at our current hourly rate.

13. Guarantees

Any guarantee provided by us shall be for labour only, in respect of faulty workmanship for twelve (12) months from the date of completion.

Any Goods supplied by us will be covered by their respective manufacturer's warranty, terms and conditions and response times.

Our guarantee will become null and void if the work completed or goods supplied by us has been:

- Subject to misuse or negligence
- Repaired, tampered with or modified by anyone other than our operative.

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We accept no liability for (or guarantee suitability for) goods supplied by you or other third parties and will not accept liability for any damage or faults as a result.

We are unable to guarantee any work which has been undertaken on instruction by you, against our advice or recommendations.

We will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

We will not guarantee work where you have been notified either verbally or in writing by us of any related work which requires attention.

We will not be liable for any damage to underground services, such as but not limited to gas or water pipes, electrical, telephone or fibre cables etc, if we were not advised of their location.

Plants are covered by nursery/grower warranty only. See also section 18 for information on returns.

14. Responsibility and Ownership of Goods

Goods delivered to the site become your responsibility and we accept no responsibility for loss or damage after delivery of the goods to the work site for any reason.

All goods brought to the site which prove to be in excess to our requirements shall remain our property and shall be removable by us, we shall have the right to enter the site for that purpose.

We shall not be liable for any loss or theft of goods from the site. Any additional goods required following damage, loss, or theft shall be at your expense.

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full.

15. Your Responsibilities

You warrant that the site is free from springs, flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes, and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to us prior to the submission date of the quotation. We shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

You must make available to us timely possession of the site and proper and adequate access to enable the work to be carried out in an economic manner. This includes obtaining permission for us to proceed over property belonging to neighbours or third parties if this is necessary. You shall indemnify us in all aspects of any claim from neighbouring/third party properties arising out of our presence.

You will provide access to water, electricity, and toilet facilities wherever possible for our use whilst carrying out the agreed work. The provisions of these services and facilities shall be at your sole cost. We will supply our own toilet facilities where the work is estimated to take one (1) week or longer.

You shall be responsible for ensuring the safety of your children, family members, pets, animals, and visitors at all times whilst work is being carried out on their premises.

Where the area has restrictions on parking, you will submit permission or provide a parking permit for us for such period as the duration of the job.

We shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use of machinery.

You will remove and dispose of any pet waste or other hazardous materials before work begins.

You will move any garden furniture/children's play equipment/ garden plant pots prior to work commencing.

You will notify us in writing of any issues which may affect the Services as soon as possible to enable us at the earliest opportunity to investigate and rectify where necessary; and notify us as soon as possible of any structural alterations that may affect the Works.

It is your responsibility to ensure we are made aware of any special / statutory bylaws / Conditions / Permissions that may be involved and you must obtain and maintain all necessary licences, permissions and consents which may be required for the work before the date on which the work is to start.

If as part of the works there is a requirement that any remedial work is required to trees at the Site (including but not limited to cutting down or lopping), then you will make the necessary checks and arrangements that such tree is not subject to any type of protection order.

You will cover any fines or damages that are incurred by either party as a result of failing to make such arrangements and you will indemnify us from and against any costs, claims, damages, liabilities and expenses incurred by us arising from any breach of planning permission or licences in respect of the Works.

Nothing in this contract shall require us to provide advice or services in connection with the presence of or risk of contamination or pollution by harmful substances. You will be solely responsible for determining what investigations and actions should be taken in relation to such substances and shall commission such professional third-party advice as you consider necessary.

If our performance of any of our obligations in respect of the work is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (customer default):

- We shall, without limiting our other rights or remedies, have the right to suspend performance of the work until you remedy the customer default, and to rely on the customer default to relieve us from the performance of any of our obligations to the extent the customer default prevents or delays our performance of any of our obligations.
- We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause; and
- You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the customer default.

16. Keeping Your Information Safe

“**Data Protection Legislation**” refers to the Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

All personal information that we may collect (including, but not limited to, your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of data protection legislation as defined above.

How we collect, use, and store your personal information is set out in our privacy policy.

In certain circumstances, and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the data protection legislation as defined above and should use and hold your personal information accordingly.

We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.

We may take photographs for our own promotional use, they may appear on our social media sites and website and by agreeing to these conditions you have given us permission to do so, we will own and retain copyright of any image taken but will happily share with you.

17. Limitation Of Liability

Our liability shall be limited to:

- The repair or making good of any defect in accordance with our undertaking in section 12 below, and subject to section 5 above.
- The reasonable costs of repair or reinstatement of damage or any loss to your property, should this result from our negligence, and you incur such costs.

It is your responsibility to protect items of garden furniture, pots, BBQs etc. We will make reasonable efforts not to cause damage. We suggest you remove items that are considered to be a problem.

Nothing in these conditions excludes or limits our liability for death or personal injury resulting from our negligence and that of our employees or agents, or for fraud or fraudulent misrepresentation.

This clause 11 shall survive termination of the contract.

18. Returns and Defects

In the case of plants or products being defective, you shall within 30 days after delivery, report this to us in writing. Every endeavour shall be made to replace the defective plants/products, with the same or similar. Such obligation on us is subject to you having carried out the correct care and maintenance. Any replacements of plants or products after the 30-day period will be at your expense.

Subject to section 5 and the exclusions listed below, we undertake to make good and repair any defect in completed work, which appears within twelve months of the complete date of the same, to the extent that such defect arises from the breach of our obligations under this contract.

You must notify us in writing of any defects within this period, and we and our insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to work carried out and completed by us that has been paid in full by you.

Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by us, we reserve the right to make a charge to you for the inspection visit at our standard rate.

We reserve the right not to carry out any work where you cannot provide sufficient evidence that the work was originally carried out by us, or where full payment has not been received for said work.

Exclusions are:

- Any goods supplied by us will only be provided with the manufacturers or suppliers guarantee and are not guaranteed by us.
- Any systems or structures which have not been installed by us.
- Any defects resulting from the misuse, wilful act or faulty workmanship by you or any other third party working for or under your direction.
- Any structural defects, such as but not limited to subsidence and its resultant effect.

19. Notice Of Your Statutory Right to Cancel (Individuals Only)

If you are an individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day you accepted our estimate.

You should send your cancellation notice to us in writing via post or email.

Notice of cancellation is deemed to be served as soon as it is posted/sent.

If you require us to begin the services within the cancellation period, we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the cancellation period,

or the completion of the services, whichever is the earlier. If you cancel during the cancellation period, we may charge you for any services provided up until the point when we receive your cancellation notice and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

20. Cancellation

If you wish to cancel an order (for individuals after your fourteen (14) day statutory cancellation period), you must give us seven (7) days' notice in writing. In such instances we are entitled to invoice you for any losses, including, but not limited to materials, restock charges incurred (for taking materials back), labour, sub-contractor charges and expenses already incurred by us.

21. Right Of Termination

We reserve the right to terminate the contract with immediate effect in the event of any of the following:

- That you become insolvent or enter into some form of insolvency arrangement.
- That you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

If either party breaches a material provision under this contract, the non-defaulting party may terminate this contract immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

Without limiting our other rights or remedies, we may terminate this contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment.

All notices of termination of the contract should be submitted to the other party in writing.

22. Consequences Of Termination

On termination of the contract for any reason:

- You shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
- You shall return all our materials which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this contract.
- The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and
- Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

Events Outside of Our Control (Force Majeure)

We will use all reasonable efforts to carry out and complete the works on time but shall not be liable to you or any third party if the works prove impossible due to events or circumstances beyond our reasonable control.

If the delay persists for such time as we consider unreasonable, we may, without liability on our part, terminate the contract.

If an event outside of our control occurs and you wish to cancel the contract, your notice of cancellation must be made in writing to us and will be subject to clause 18.

23. Complaints, Communication and Contact Details

We strive for excellence in all our work. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

If you wish to contact us with questions, or to make a complaint, please contact us by telephone 01235 835664 or by email at office@wildtowonderful.co.uk

24. Other Important Terms

If for any reason, any of the terms included in this agreement become illegal or otherwise unenforceable, the remaining terms will not be affected and will still apply.

The contract between you and us for the works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by you, without our prior written consent.

The failure by us at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

A person who is not a party to the contract shall not have any rights to enforce its terms.

25. Governing Law and Jurisdiction

This contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

Wild To Wonderful Gardens Ltd

Signature

Print name & title

Date

The Client

Signature

Print name & title

Date