



Terms and conditions:

Nick Murray Gardens – “The Company”

1. All work undertaken by The Company is done so in line with the terms and conditions set out below. By requesting Nick Murray Gardens to undertake any work the customer is deemed to have accepted these terms and conditions. These terms and conditions may change in line with business requirements, a full up to date copy can be found at our website at [www.nmgardens.co.uk](http://www.nmgardens.co.uk)
2. The Company season runs from March to Feb inclusive.
3. The Company have a minimum labour charge of £80.
4. The client will be responsible for all payments to Nick Murray Gardens unless otherwise notified in writing prior to commencement.
5. All materials are property of The Company until paid for in full.
6. Unless payment is via a pre-agreed monthly direct debit/standing order, all payments required to be made pursuant to these terms and conditions shall be made within 14 days of the relevant invoice and unless agreed otherwise, by Cash or BACS in cleared funds without any set off, withholding or deduction. Failure to do so may incur late payment fees, which will be applied from the 14th day from the date of the first invoice. (When 5% will be added to the invoice total, this will be followed by further increments of 10% for each subsequent reminder that the supplier issues at 14 day intervals)
7. Cancelled direct debits: The client remains liable for payment for any work completed up to the date of cancellation if not covered by previous payments. The client will be refunded for payment taken if the work has not yet been completed.
8. The client shall provide access to the site during Nick Murray Garden's normal working hours and storage space for materials during the contract progress.
9. Delays caused by other companies on site may cause work to be rescheduled and charges may be made in certain circumstances.
10. All, or any special conditions, of which The Company has been informed are noted in the quotation.
11. It is very important and the responsibility of the Client to ensure The Company is made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.

12. The Company accept no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws or regulations have been applied before commencement of any works.

13. The client shall provide water and electricity at no charge to Nick Murray Gardens and their Sub-Contractors.

14. The Company accept no liability for damage to utilities / hidden structures unless the position of said utilities / hidden structures is clearly identified to us in writing before work commences.

15. The Company reserves the right to charge for additional costs resulting from the discovery of material or structures not clearly identified to us in writing before work commences. Such as: large amounts of hardcore, tree stumps/roots, concrete, shed and greenhouse bases, hazardous materials, air raid shelters etc. 16. The term waste removal refers only to waste produced by our services, it excludes disposal of any material otherwise on site.

17. Garden Furniture, toys etc – The Company cannot be held responsible for any breakages to garden items needing moving in order to complete our work. Every care will be taken whilst moving items.

18. If access to the site is prevented on the date of a scheduled visit or if less than 5 days notice is given The Company reserve the right to charge for the visit in full.

19. The removal of litter or dog excrement from the site is the responsibility of the client. If the company is unable to safely carry out the scheduled work the visit will be treated as a cancellation. The Company reserve the right to charge for the visit in full.

20. Strimming – We will ensure the grass is cut to the height of the surrounding area and will ensure that arisings are mechanically blown off all public rights of way unless otherwise required in the quote or contract.

21. Hedges – When maintaining hedges the specified price is to remove the last 6 months growth, reduction work will be quoted separately by us. We will carry out hedge trimming where possible, outside the bird nesting season March-July inclusive. If we find an occupied birds 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 un-occupied.

22. The Company accepts no responsibility for accidental breakages arising from their work. Any reparation payment or works that may be made is solely at the discretion of The Company and is not an acceptance of fault or liability.

23. If access to the work area is required by the client whilst work is being carried out they must give sufficient notice to allow the company to make the work area safe enough for them to do so. Any damage to equipment, vehicles, property or injury will be the responsibility of the client if they have fail to notify The Company they are intending to enter or pass through any areas being worked on.

24. Damage caused to property due to stones and other items left in the lawn: The Company cannot be held responsible for damage caused by small stones and potential missiles left in the clients' lawn. While we try to take every care around pebbled/landscaped areas, the client is responsible for ensuring stones aren't in the lawn.

25. Termination of Contract - The Company's intention is to ensure that the Customer's requirements are satisfied at all times. However, executive authority is with the Customer.

26. Domestic Customers- To ensure satisfaction and response to change of circumstances, the Contract may be terminated at any time by either party giving two weeks prior notice in writing to the other party.

27. Commercial/Monthly Customers - To ensure satisfaction and response to change of circumstances, the Contract may be terminated at any time by either party giving one calendar month's prior notice in writing to the other party. Where a full contract is agreed and signed between the parties the conditions of the contract shall supersede the above clause.

28. Responsibilities The Company responsibility is limited to these Terms and Conditions (except in respect of death or personal injury resulting from the negligence of The Company, its servants or agents) The Company shall not be liable for any claim for direct or indirect consequential loss, injury or damage whatsoever made by the Customer or any third party against The Company arising out of or in connection with any defect in the Services whether or not such defect is directly or indirectly, wholly or in part caused by the negligent act, omission, default or neglect of The Company, its servants, or agents, or whether or not such defect amounts to a breach of a fundamental terms of a primary obligation of the Contract or fundamental breach thereof.

29. At sites where free on street parking or parking on the clients property is not available, the client will cover any additional parking charges not itemised in the quote or agreed otherwise in writing before work commences. In restricted zones the client will be asked supply visitor permits for the duration of the work. The company reserves the right to charge the client for any additional parking charges incurred by the company and levy additional labour charges in certain cases where there are increased administration costs, additional time spent moving vehicles for the purposes of loading and unloading or to adhere to a parking zones time restrictions.

30. We reserve the right to change these terms and conditions at any time.