

OUR CONTRACT AND ORDER DETAILS

These terms set out all the terms of the Contract between the Contractor and the Employer

CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Employer constitutes a Contract for the Contractor to carry out the Works in accordance with these Conditions and all terms and conditions inconsistent with these Conditions are excluded.

TERMS AND CONDITIONS:

1. The Contractor will exercise reasonable skill and care in the performance of the Works.
2. The Contractor will not be liable for any loss or consequential liability or damage sustained by the Employer because of circumstances beyond the Contractor's control.
3. The price we will charge you for the goods and services will normally be as stated on the quotation. In some circumstances where more work is required than anticipated we will need to increase that price. In these circumstances, we will tell you what the cost of the extra work will be and you can then choose to continue with the Contract or cancel it by agreement and settlement of any outstanding amounts.
4. Plans of the works must be agreed by both parties before work commences
5. Jordan Hay Landscaping has a public liability insurance of £2,000,000

5.1. A certificate can be provided upon request

Payment:

6. An initial payment is required to cover costs of materials, and 15% of the labour costs
7. The remainder of the payments will be divided into equal amounts per week for the remainder of the project.
8. We accept payments by B.A.C.S and Cash in line with money laundering regulations. Payment is due within 7 days upon receipt of final invoice
9. In the event of the Employer failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his obligations hereunder then the Contractor may at its discretion suspend or terminate this agreement and recover any reasonable losses from the Employer.
10. Outstanding payments which are overdue will incur interest at a rate of 8% plus the current base rate A.P.R and will be charged daily until payment is made in full. Materials supplied by the contractor remain the property of the contractor until the final invoice has been paid and a chargeable rate for their use will be 10% of their value per day . If work is delayed or interrupted due to the fault of the Employer then the Contractor will be entitled to be paid for any losses or additional costs incurred. This will include non-payment by the employer.
11. Until final payment is made, all materials purchased by the contractor remain the property of the contractor.
12. The contractor may, at their own discretion, enter the property and remove items to recover cost of outstanding amounts if the invoice remains unpaid for an extended period of time
13. The employer will not be entitled to invoke the law of trespass or seek to prevent access by the contractor in their lawful duty.
14. The contractor will not be responsible for consequential loss.

Health and Safety

15. The Contractor will be responsible for the Health & Safety issues relating to the Works and its employees only. Under no circumstances should persons other than those employed by the contractor be in the work area as there will be no liability accepted for injury.

Cancellation

16. Cancellation must be made in writing to the Contractor.

17. If the 14 day cooldown period is waived or If after 14 days the employer wishes to cancel, the contractor will provide a refund less reasonable costs incurred.

Miscellaneous

18. Some projects rely solely on fair weather. In the event of long periods of adverse weather, the contractor may be required to suspend services until weather is clear. The employer must not interfere with the project as it is left, to do so may invalidate warranty and cause injury.
19. The project will carry a warranty of 3 years after completion.
20. The Contractor will not be responsible for animals/pets on the clients property. Please ensure all animals are contained.
21. If the Employer wishes to vary any of the Works it will inform the Contractor in writing who will, as soon as practicable, notify the Employer of confirmation and the estimated cost of the variation and the effect on the Contract period.
22. Whilst we will take great care to cause minimum disruption to your home, it is inevitable that during installation, there may be some localised damage to the fabric of your property, unfortunately, we cannot be held responsible for this damage so far as it is reasonable.
23. You are responsible for obtaining all necessary Building Regulations and planning approval unless otherwise agreed.
24. We will use our best endeavours to install the goods on or as close to the date on this Agreement or otherwise agreed with you, but we cannot be responsible if there is a delay due to matters beyond our reasonable control such as adverse weather.

All communication should be provided in writing for variations to the works. Please make all correspondence to the following address: Jordan Hay Landscaping, Rosebank Cottage, Quarry Brae, Brighton, FK2 0SX

If any one or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions

For further information about your Statutory Rights contact your local Trading Standards department or Citizens Advice Bureau.

The Employer/s

I Accept the contract and have read and agree to the terms and conditions as stated.

Signed Date/...../.....

The Contractor

I Of Jordan Hay Landscaping agree to abide by the terms and conditions as set out above.

Signed Date/...../.....

Cooling Off Period

I _____ (the employer) **AGREE / DO NOT AGREE** TO WAIVE MY RIGHT TO MY 14 DAY COOLING OFF PERIOD IN RESPECTS OF THIS CONTRACT. I UNDERSTAND THAT THIS MAY AFFECT THE AMOUNT REFUNDED TO ME SHOULD I WISH TO CANCEL THIS CONTRACT.

Signed _____ Date _____

Contractual Obligations

I _____ (the Contractor) WILL COMMENCE THE EMPLOYERS

CONTRACT ON THE FOLLOWING DATE ____/____/____

I ESTIMATE THE COMPLETION DATE TO BE ____/____/____

THE TOTAL COST OF THE CONTRACT AS IT STANDS (WITHOUT VARIATIONS) IS £_____

A DEPOSIT OF 50% OF THE TOTAL CONTRACT £_____ IS PAYABLE IMMEDIATELY.

THE REMAINING PAYMENTS WILL BE MADE AT £_____ ON THE MON/TUE/WED/THURS/FRI OF EVERY SUBSEQUENT WEEK

THE FINAL PAYMENT OF £_____ WILL BE MADE ON ____/____/____

Variations

The following is a list of variations amending the contract quote

Date	Description	Cost	Signature

The Total Cost of Variation is £_____ payable upon delivery in addition to the 25% value of the total contract