



R&S Landscapes - Terms and Conditions

1. Acceptance of quotation

- a. An itemised quotation will be supplied by R&S Landscapes. Before work commences, signed and dated confirmation must be returned (page 3) or an email confirmation within 14 days of receiving T&C.
- b. Only the items stated in the quotation will be completed at the agreed price. Appropriate notice should be given for any additional works which will require to be priced separately.
- c. In some instances a deposit may be required, for example where issues arise due to availability of materials or where special materials have been ordered, which are not returnable.
- d. Please note there may be increases in material costs before your start date, which is out-with our control and may impact on your quotation.

2. Commencement of works

- a. Before works can commence, signed and dated confirmation of term and conditions must be returned – page 3.
- b. R&S Landscapes will endeavour to start the works on the provisional start date given, which will be subject to operational issues such as weather conditions and circumstances which effect work schedule, for example and not exclusively staff shortages, extensions to other scheduled works or other external influences. We will as soon as possible notify you of any subsequent changes.
- c. Before work can commence, any plant pots, garden ornaments or anything that is to be kept must be moved and put in a safe place, away from the working area. R&S Landscapes will not accept responsibility for any items that break or disintegrate naturally if we have to move them.
- d. All materials/hire equipment will be delivered on an agreed location as close to works as possible.
- e. During the works, health and safety dictates that at no time should the customer enter the construction area (as far as is reasonably practical).

3. During course of works

- a. R&S Landscapes will aim to complete the works as quickly and efficiently as professionally possible. This unfortunately can be hindered by adverse weather conditions.
- b. To allow materials (i.e. cement etc.) to set properly, please note that access and use of the construction area will be prohibited at all times during the course of the works. This includes all foot and vehicle traffic (i.e. adults, children, dogs, cars etc.). Please make appropriate measures if necessary.
- c. We do appreciate that during the course of the works you may change some design aspects etc. Please be aware that appropriate notice of this should be given as soon as possible and may incur charges due to wasted materials/hire and additional labour charges.
- d. Please notify us immediately if you have any concerns regarding the progression of the works (snagging or additional items), as this may incur additional charges if left to the end of works. This notification must be in the form of writing, signed (customer and landscape manager), dated and handed to the staff on site to avoid any break down of communications. Should these concerns involve any additional costs out-with the agreed quotation, a separate price will be required.
- e. Due to adverse weather, it may not always be possible to complete finishing touches, such as

brushing in pointing for slabbing or sanding a driveway. Please note that under no circumstances should this delay payment as we will endeavour to return to site to complete items when the weather is conducive to do so. Alternatively, we may suggest leaving materials for you to finish, should this be more appropriate. These finishing touches will not affect the stability or security of the installation.

- f. Due to the nature of construction works, it is possible that ideas/plans may need to be modified due to unforeseen circumstances. For this reason, it is imperative that we are able to contact you for approval to avoid delays. This contact can be whatever method suits you best, either by phone, text or email, ideally responded to within 30 minutes of contact. Failure to be contactable will mean that we may use our professional judgment to make a decision, to avoid additional costs and delays in finishing.

4. Completion of works

- a. All hire equipment and excess materials will be removed from site on completion or soon after. No discount will be given for any excess materials which are also removed.
- b. Working area will be left as tidy as possible and is very weather dependent. No areas will be pressure washed.
- c. All installation works will be guaranteed for one year period in accordance with manufacturers instructions and subject to proper regular required maintenance and care of the works. Please note that any defects within the works due to lack of maintenance will not be covered and therefore will be subject to additional costs. Please refer to maintenance care list enclosed.
- d. **PAYMENT MUST BE MADE IMMEDIATELY UPON COMPLETION OF WORKS.**
- e. Due to us being informed of any potential snagging issues throughout the course of the works, a completion snagging list should be provided if required.

Please note that we intend to sort any snagging issues in one visit where possible, so please ensure that all concerns are brought to our attention at once to avoid subsequent delays in completion.

5. Notice of right to cancel (Cancelation form attached- page 4)

Under the Consumers Home or Place of Work Regulation 2008. States that in the event you decide to agree to work commencement, you will have fourteen days from the date of agreement to cancel contract for works (page 4). Cancelation can be made either by email or by letter to R&S Landscapes, address as per document below. Regulations also states that if you agree to have work done, or receive goods, within the seven day cooling off period, and decide to cancel within seven day period, you will have to pay for work done so far including materials/goods received.

This page should be used to confirm your acceptance to the commencement of works.

Please sign and date below to confirm your acceptance of the quotation and our terms and conditions.

Your quote number

Barbara Thomson (R&S Landscapes)
5 Portreath Road
Moodiesburn
G69 0PF.

Name :

Signature:

Date:

Please return this signed slip to above address or return signed slip by email (randsl2004@hotmail.com). You should retain the terms and conditions section for your information and ONLY return this slip.

This page should be used if you wish to cancel works.

Cancelation slip – To be returned ONLY if you wish to cancel (as per page 2, paragraph 5)

Cancelation of works contract

Date:

Barbara Thomson (R&S Landscapes)
5 Portreath Road
Moodiesburn
G69 0PF

Contract reference: As per written Quotation

Notice sent to Barbara Thomson (above address or by email randsl2004@hotmail.com)

The bottom of this form may be used to exercise your right to cancel contract and can be forwarded as per instructions above. If you decide to post you should obtain a Certificate of posting or Recorded delivery slip. You are advised to take a copy of the cancellation notice before returning it to trader.

Cancellation Notice:

To: R&S Landscapes.

I/We (delete as appropriate) herby give notice that I/We wish to cancel my/our contract

Name:

Address:

.....

.....

Post code:

Signed: Date:

I agree that in the event work commenced before the cancellation period expires, reasonable payment may be due for work carried out prior to cancellation as detailed within terms and conditions.