



Verdant View
G BRITAIN A LITTLE AT A TIME

TERMS AND CONDITIONS (Fencing)

- Please note, due to EEC regulations regarding Tanalith E, we are unable to provide an exact match of previously tanalised timber.
- Timber supplied is of a suitable grade for use with fencing and gardening structures, however it is neither seasoned or kiln dried and is tanalised using a water based pressure preservative treatment. Therefore it is not unusual for cracks to form naturally when this 'wet' timber is exposed to the elements as it is an accepted part of the drying process.
- Most of the movement in timber is seen in hot and dry weather; wet conditions will allow the timber to swell back to some degree, closing smaller cracks. Although larger cracks will be permanent, they very rarely affect either the structural strength or the longevity of the product.
- A plan of underground services should be supplied, and any damage to services not indicated on that plan will not be the responsibility of Verdant View Ltd.
- The pricing is based on positioning posts into normal soil conditions. Discovering materials that significantly effects work rates may result in additional costs being incurred. If this situation arises we will notify you and discuss the implications immediately.
- If required, all permissions to erect the fence are to be applied for by the client.
- Verdant View requests that small advertising signs are placed on the fence/ boundary of the property whilst work is being carried out.
- Prices exclude VAT at the prevailing rate.
- Payment terms, strictly 7 days.

Terms and Conditions (TPO)

- It is the responsibility of the land owner/ agent to explore any restrictions placed on to trees and hedges as a result of being within a conservation area or having TPO's placed on it/them. Acceptance of this estimate will deem Verdant View Ltd exempt from any litigation as a result of carrying out felling work without consent from the appropriate channels.
- Verdant View requests that small advertising signs are placed on the fence/boundary of the property whilst work is being carried out.
- Prices exclude VAT at the prevailing rate.
- Payment terms, strictly 7 days.

TERMS AND CONDITIONS

Verdant View Ltd ('The Company') whose registered office is at; 1 Knights Hole Cottages, Jarvis Lane, Goudhurst, Kent, TN17 2NR

.....

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of goods and services is set out in each order confirmation. See section 7 (Payment) of this document for invoicing details and payment terms.
- 2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 2.4 The price is exclusive of any additional costs the company may be called upon to bare as a result of VAT or any other taxes or levies from time to time imposed.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

- 6.1. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.2. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable in stages due to the extent of the work. 50% of material costs will be invoiced on ordering with staged payments throughout the rest of the project. All payable within 7 days from date of the relevant invoice.

The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

8. Warranty

8.1 We warrant that as from the date of delivery for a period of 6 months the goods and all their component parts (excluding plants – see 8.1.1), where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.

8.1.1 12 months defect period for plants. The company will not accept liability for defects as a result of under or over watering, accidental or deliberate damage or losses caused by an act of God.

8.2 We warrant for 6 months that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

9.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.

11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

11.6. During the period of the contract, you will allow access to the Company, its vehicles, staff and machinery onto the property for the purpose of construction without any obligation on it to make good any damage to entrance roads, drains, water pipes or cables.

11.7. A plan of underground services should be supplied, and any damage to services not indicated on that plan will not be the responsibility of the company. Any delays caused relevant to the above circumstances will be charged at the Company's hourly rate.

11.8. The Company will not accept liability for any defects to subsidence arising from the

- unsuitability or the weakness of the foundation on which the works are to be erected.
- 11.9. Unless otherwise stated, all quotations assume a sub-base terrain, i.e. earth, clay or similar materials. Should any other form of sub-terrain i.e. rock, concrete, tarmac or other solid materials be encountered during the works that need to be removed the relevant costs are to be borne by you.
- 11.10. Any works undertaken not specified on the quotation will be subject to additional charges. All such works must have authorisation by you.
- 11.11. The Company will not be held responsible for any damage caused by delivery lorries or late delivery of any materials. Approximate times of deliveries can only be specified. It is at the drivers discretion whether the entrance is hard or wide enough for the lorry to enter.
- 11.12. All quoted depths of materials are approximate.
- 11.13.1 It is your responsibility to ensure that the products you are ordering are to your satisfaction.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

15.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please contact us at the address and telephone number set out above.

15.2. If you are unhappy with any aspect of our service, please contact the company owner, David Davis. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

18. Reference photographs

You consent to the use of photographs, taken by the Company during stages of the project, being used in the Company's promotional material, however we will **not** use your name or address without prior consent.