

General Terms and Conditions of Ken Linford Gardencare Ltd

The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing, and accepting the quote, agrees to / accepts the following terms and conditions.)

1. 'Notice of the Right to Cancel' – the client has 14 days to cancel the contract (in writing) from acceptance date.
2. An estimated price should be regarded as a guide only. When the work is invoiced, labour and materials may be listed separately, as will any extras to the specified work.
3. A quotation issued should be regarded as fixed with the exception of any extra work not originally specified which would be invoiced at our standard man hour rates.
4. All planted stock and materials used within our work are guaranteed for one year from date of planting or use, notwithstanding weather conditions, but not including the effects of theft or vandalism. Unless previously agreed with a client, KLG Ltd will not be responsible for the subsequent watering of stock, following the initial planting and watering. Any plant deaths resulting from stock desiccation will be the clients' responsibility. Large tree planting is subject to special warranty terms.
5. The source of all plant stock is recorded, and this information can be supplied to a client on request before or after work completion. All stock will have been warranted by the supplier as being true to type.
6. Prior to commencement of work each client will have been supplied with a written quotation and have indicated to us their instructions verbally or in writing.
7. Any complaint shall be made to us in writing/by email within 7 days of the cause coming to light.
8. Landscape work may be quoted for and invoiced in phases. We reserve the right to withhold work progress in the event of a previous phase payment being overdue. Title to goods and materials will only pass to the client on full settlement of their account.
9. Unless the contract is for a minimum fixed period, the client shall give us 6 weeks' notice of termination for a maintenance contract and contract termination no later than 7 days prior to the commencement of a phase of construction work.
10. Maintenance contract will normally be reviewed annually along lines indicated in the contract. Clients shall be given 30 days' notice of any change in contract terms.
11. Our normal terms of credit are 30 days from date of invoice. We reserve the right to apply a credit surcharge to accounts unpaid after that period.
12. All work will be carried out to appropriate British Standard. We hold public liability insurance up to a total of £10 million in certain circumstances.
13. Quotations for work will be upheld for 60 days from date of issue. Thereafter prices and start dates may be subject to change.
14. Completion dates, visit frequencies etc. will be adhered to wherever possible but clients' attention is drawn to the fact that our endeavours are subject to the influence of the weather.
15. Please see also our Tree work specific terms and conditions.