

## **EMS Garden Services : Terms and Conditions 2019**

**1.Acceptance:** *The instruction to proceed with any Contract or Quotation will be taken as acceptance of these terms and conditions by you the Customer.*

**2.Payment Terms:** *Prices quoted above are based on a cash transaction, we also except debit/credit cards, cheques made payable to EMS Garden Services. However, if you are paying by cheque, please add £5 to the total amount to cover bank charges if under £100 and 2.75% for debit/credit card payments. EMS may request a deposit for any materials portion of the overall quote/estimate, this is at the discretion of EMS. Deposits, if applicable, must be cleared prior to commencing of any work. Also any products installed or supplied remain the property of EMS Garden Services until they have been paid for in full. Any Balances must be paid 5 working days from job completion or from receipt of dated invoices.*

**3.Default Payments:** *Should an invoice become overdue, interest shall accrue from the date when payment becomes due, daily until the date of payment at the current daily rate of 2%. Where the Customer defaults in payment, the Customer shall indemnify EMS Garden Services against all costs and disbursements incurred by EMS in pursuing the debt including all legal costs and any debt collection agency or Solicitor fee's. Should the Customer remain in default for two consecutive months, EMS may suspend the Service being provided, or terminate the Supply of goods until payment has been received. EMS shall not be liable to the Customer for any loss or damage the Customer suffers because EMS exercises its rights under this Terms and Conditions. If an account remains overdue after sixty days (two months) then an administration fee of £25 shall be levied which shall be added to the outstanding invoice, and a new invoice created.*

**4.Cancellation:** *Any contract with EMS Garden Services may be cancelled up to 24 hours prior to the goods being ordered or the services having been commenced. On this occurring, if payment has been made in advance EMS shall repay the Customer in full. Should the goods have been delivered, or the service has commenced/delivered, then EMS may charge reasonable costs in having to cancel the contract, including the costs of collection of the goods and for any expenditure made as a result of entering into the contract. This will be not less than 50% of the total contract value. If you have spread your payments over the course of a 12 month period and you have entered into a one year contract, Terminating early and you will be invoiced for works already completed and charged for any remaining visits either at the required hourly rate including materials or as per any quotation.*

**5.Bad Weather:** *All scheduled works are based upon the weather being suitable for their implementation. In the case of bad weather (judged by ourselves) implementation of works will be suspended until a suitable mutual time or the next scheduled site visit. No penalty will be incurred as a result of bad weather if the suspended works/visit(s) are made up.*

**6.Waste Disposal:** *No waste or rubbish other than the material produced as a result of our work will be removed unless agreed, all waste will be removed from the site and transported to a waste transfer station. EMS Garden Services has a Lower Tier waste carrier license (CBDL11048). Waste charges will be made based upon the weight, distance and time taken to dispose of each load to the site. Unless specifically mentioned as being included in this quotation/contract the above prices do not include removal of any waste. You may wish to dispose of waste yourself however, where we recommend that a skip is required, we ask that you arrange this with a local reputable supplier to be delivered the day before work is due to commence. You may wish to order a larger skip than we recommend if you require to dispose of any household waste at the same time. However, please ensure that any additional household*

waste is placed in the skip after the work is completed and not before. Please can you instruct the skip(s) to be sited as close to the working area as possible.

**7. Garden Maintenance:** If you would like anything particular done during a visit please make your wishes known as soon as we arrive rather than as we are packing up. Or via phone or email before a visit so I may bring any additional equipment needed. Loud machinery is used to carry out maintenance work, please inform us in advance if there is a time when this will cause a problem, these machines can also create dust and smoke. Please keep your windows shut whilst maintenance work is being carried out and washing is off the line and customers for their own safety keep a safe distance from these machines. During peak season additional staff may be taken on, this is to be able to get through any work load at these times. Hours spent on site will normally be decreased depending on how many staff are available. Our working hours during peak season (summer) is 8am til 8pm .Please if you have pets can you make sure any excrement is cleared up prior to any visits.

**8. Delivery of Materials:** It is likely that materials required will be delivered up to 2 working days prior to the date on which work will commence. Please note that this is a 'door step' delivery meaning that materials are dropped at the front of your premises, on the drive or convenient place until they are needed on the day we commence with the works. Please let us know if you would prefer alternative arrangements to be made.

**9. Defects and Risk:** Upon the goods being delivered, the Customer shall inspect the Goods and notify EMS within 24 hours of any defects, shortage in quantity or failure to comply with the original quotation. Failure to comply with this requirement may mean that EMS is not liable for any such defect whether it constitutes a loss or not to the Customer. The risk for the goods passes to the Customer upon delivery to the specified customer's premises. This applies regardless of whether EMS retains ownership or not.

**10. Insurance:** EMS Garden Services has in force Public Liability Insurance of £1,000,000.00 for any one incident.

**11. Quality Assurance:** As a reputable company, we would like to assure you that we only use quality fencing and decking products including well constructed fencing panels and quality constructed concrete posts and gravel boards from reputable suppliers.

**12. Standard Labour Rates:** For any works which are additional to those specified in a quote (i.e. planting, additional visits, travelling time etc) our standard labour rates will be charged. This is with the exception of hedge/fence work, which will be priced separately. As of 1st January 2015 our standard labour rate is £22.00 per man per hour. We will provide you with one month's notice of any changes to these rates during the period of this contract. Please expect annual reviews of our charges.

**13. Additions:** Any additional work added and not included in this quotation will be discussed, agreed and charged appropriately.

**14. Work Area:** Given the nature of the work to be carried out, some disruption to flower beds and borders is likely. However, we aim to leave any area as we found it, this includes clearing up any mess and all care will be taken to avoid damage to surrounding plants, turf areas, trellis or other items, EMS can not be held responsible if any accidental damage to these items whilst working on site.

**15. Prices Quoted and Promotional Discounts:** Price quoted is valid for One month from the

date printed top right. Prices also include any current special offers/discounts. Please ask us to reconfirm our prices should you require more time.

**16. Understanding Your Timber:** It must be remembered that timber is a natural product and will be subject to movement (including shrinking/expanding) and weathering as it seasons. It is not uncommon for wood knots to fall out of timber or small splits to occur called 'shakes' in timber when drying, and for warping when timber is allowed to dry too rapidly. This is normal for timber products of this type and is nature at work so should not be considered a fault. Acceptability limits are defined in the relevant British Standards. (\*) Pressure treated timber does not have to be treated with any fence life or fence guard product for up to 10 years after installation. However, you can treat the fence if you wish. Please note that gates, Feather edge board or tongue & groove plained wood and decking and garden sleepers are supplied without a colored stain applied. Applying a stain of a customer's choice would attract additional cost. Please ask us to quote if required.

**17. Access - Regulations and Planning Permission:** Please note that it is the responsibility of the customer to check if any planning permission is required or restrictions exist on position that relate to any work to be carried out detailed in this quotation on property deeds. It is the customer's responsibility to acquire any permissions before any work is undertaken. It is also your responsibility to ensure that any fencing to be erected or work of any kind that we are instructed to undertake on your behalf is either on or within your property boundary lines as stated on property plans and deeds that you own. EMS can not be held responsible for any permission or boundary related issues. We advise that if you are unsure that you get clarification before work commences. If access through or from a neighboring property is required to carry out specific tasks, permission must be sought from the property owner or tenant before commencement of any work. Please note that it is your responsibility to obtain permission for entry where it is likely that we will need to step into and work on neighboring property or land.

**18. Unforeseen Problems:** Prices on this quotation are based on the work to be undertaken should all go as expected. However, in some situations relating to this type of groundwork we may come across problems and issues that could not be anticipated at the time of quotation and until the work commenced. Not all problems have an impact on the amount of work and cost anticipated and quoted for. However, should a situation arise where this is the case, we will advise you immediately, provide you with a solution(s) and advise you of the impact (if any) on prices quoted. We will only proceed with your agreement.

**19. General/Other:** This quote is based on the assumption that there are no hidden obstacles beneath the surface such as buried tree stumps, patios, hard core and the like. If such obstacles are found then the costs of removing them could be additional to those costs already described above. Any services provided by yourself such as the use of electricity/water will be at no extra cost to EMS Garden Services. Please note that whilst every effort will be made to remove all marks from areas to be jet-washing no guarantee can be given and therefore some may still be visible on completion of works.

**20. Data/Privacy.** Here at EMS we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. EMS doesn't share your data with any other third parties. EMS sometimes uses images/customer's names to promote business on the internet and other mediums. If you prefer us not to, please let me know.

If you have any questions regarding these terms please do not hesitate to discuss it with us