

Terms & Conditions

Paragon Landscapes and Tree Services Ltd

These terms and conditions shall apply to and are incorporated in any quotation and shall be deemed to apply unless expressly modified or excluded in writing by Paragon Landscapes and Tree Services Ltd (hereby known as the Contractor).

These terms and conditions have been written to produce a transparent transaction, bound by a contract, to protect both parties.

Terms & Conditions for hard landscaping:

1. Estimates

1.1 The estimate price is valid for a period of 7 days from the date shown on the estimate and thereafter lapses automatically. If you wish to proceed with your landscaping job you must let us know before the 7 day period expires.

1.2 The estimate is based on conditions known and divulged by the client at the time of viewing.

1.3 The client will pay any costs related to extra works, or costs due to unknown difficulties or changes, which were not explained at the time of viewing and that have therefore not been noted within the estimate.

1.4 The contractor reserves the right to increase estimate prices with prior notification to the client. This will only relate to factors outside Paragon Landscapes and Tree Services Ltd control, leading to price increase.

Examples are: – Raw materials increases, fuel price increases.

1.5 Any special conditions, of which Paragon Landscapes and Tree Services Ltd has been informed will be noted in the estimate i.e. access issues or neighbour disputes.

1.6 It is the responsibility of the client to ensure we are made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.

1.7 The contractor accepts no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws or regulations have been applied before commencement of any works.

2. Scope of work

2.1 The Contractor shall carry out and complete the landscape work/maintenance work described in the estimate document in a professional manner. They shall have no obligation to execute any further work unless agreed in writing between the parties of the contract.

2.2 Please try not to engage in chitchat with our landscaping team when they are working. They will be using professional/heavy/ potentially dangerous machinery they need to concentrate when doing this. They also will be adhering to a carefully planned work schedule. It is important that they pay full attention to any task in hand for theirs and your safety. It is vital that our team utilise their time effectively to keep your job on schedule.

3. Landscaping work

3.1 The landscaping work is as described to the client in the form of a formal estimate, this will include measurements and descriptions of the work to be carried out.

3.2 Landscaping work or provision of materials will not take place until the client agrees in writing the Paragon Landscapes and Tree Services Ltd estimate. This will then act as a legally binding document between the client and Paragon Landscapes and Tree Services Ltd.

3.3 The client is responsible for obtaining any necessary planning permission for the works and for the fulfilling of statutory requirements.

4. The site

4.1 The client warrants that the site is free from springs, flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to the Contractor prior to the submission date of the estimate. The Contractor shall be entitled to make a reasonable charge for all-additional work necessary resulting from the discovery of such hazards.

4.2 Timely possession of the site and proper and adequate access to it must be made available by the Client to the Contractor to enable the work to be carried out in a regular and economic manner.

4.3 The Client will provide access to water, electricity and toilet facilities wherever possible for use by the Contractor in carrying out the work agreed. The provisions of these services and facilities shall be at the sole cost of the client.

4.4 The client shall be responsible for ensuring the safety of their children, family members, pets, animals and visitors at all times whilst work is being carried out on their premises.

4.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use.

4.6 The client will remove and dispose of any pet waste before work begins.

4.7 The client will move any garden furniture/children's play equipment/ pots prior to work commencing.

5. Estimates/prices given

5.1 Hard/soft landscaping prices/estimates are not open for negotiation.

6. Materials

6.1 Materials delivered to site become the responsibility of the Client and the Contractor accepts no loss, damage or expense after delivery of the materials to site for any reason. Personal provisions will be made to make sure such materials are made safe whilst away from work premises.

6.2 All materials brought to site, which prove to be in excess to the Contractor's requirements shall remain the property of and shall be removable by the Contractor who shall have the right to enter the site for that purpose.

6.3 The contractor shall not be liable for any loss or theft of materials from site. Any additional materials required following damage, loss or theft shall be at the Client's expense.

6.4 Paragon Landscapes and Tree Services LTD will not be held responsible for any materials ordered or picked from other resources or suppliers outside of our recommendations and known suppliers.

7. Payment

7.1 All accounts/invoices/bills are payable upon the day of completion if possible. Interest will be charged from the due date of payment on all invoices at 10% above the Contractor's Banker's Base Lending Rate per annum until actual payment is received/clears. All invoices must be paid within 10 days of issue.

8. How to pay Paragon Landscapes and Tree Services Ltd

8.1 Payments should be made to Paragon Landscapes and Tree Services Ltd either by: Bank Transfer. You will always receive a receipt via e-mail for any payments made.

9. Deposits

9.1 A 50% deposit will be required to secure and guarantee a work date in our diary.

9.2 The remaining 50% balance is payable upon the day of completion of your landscaping project and no later.

9.3 These financial clauses in section 9 are at Paragon Landscapes and Tree Services LTD's discretion and only really apply to the larger scale more materials heavy contracts, some smaller projects will avoid this condition. Any queries regarding this will be disclosed and finalised further to commencement of your project.

10. When might I need to pay more than 50% as a deposit?

10.1 A deposit of more than 50% may be requested if the materials chosen for your landscaping project exceed 50% of the entire job.

10.2 Any deposits or advance payments needed for third-party workers/sub contractors i.e. Electricians, bricklayers etc. will be requested in advance for those services.

11. What work will be carried out and by whom and who's responsible for what?

11.1 Only landscaping work detailed in the estimate will be carried out by the Contractor.

11.2 The estimate is a detailed, accurate description of discussions and plans that have been agreed by the client and Paragon Landscapes and Tree Services Ltd.

11.3 All work will be carried out by Paragon Landscapes and Tree Services Ltd experienced staff.

11.4 The client shall provide access to site during Paragon Landscapes and Tree Services Ltd normal working hours (8am until 5pm) and storage space for materials and machinery during the contract progress.

11.5 Any addition and/or alterations to the already agreed schedule shall be properly treated as variations and subject to written quotations.

12. Landscaping projects exceeding a two-week period

12.1 Stage payments will be made by the client against works completed/ materials on site to be made at weekly intervals.

12.2 Final balance payment to be made on the day of completion.

13. Soft Landscaping – Anything, which is living

13.1 The contractor is not able to accept responsibility for the well-being and maintenance of living plant material, including turf, following practical substantial completion.

13.2 It is the clients' responsibility to water/feed turf, plants, hanging baskets newly planted shrubs/trees after a landscaping project has been completed. Upon practical substantial completion the responsibility for the care and watering of all living matter is handed over to the client and will require regular attention until established.

13.3 Any plants, shrubs, trees purchased or delivered to site cannot be exchanged or returned.

14. Accidental/weather damage to completed hard or soft landscaping

14.1 After practical substantial completion, Paragon Landscapes and Tree Services Ltd are not able to accept responsibility for any damage to hard or soft landscaping for example: Through the elements, including drought, winds, rain and frost to any material(s) including plants. This includes freeze thaw action occurring in the cement work of brickwork, patios and paving.

14.2 Accidental damage caused by the client, client's family/friends or via a third-party who has no connection to Paragon Landscapes and Tree Services Ltd to materials or Paragon Landscapes and Tree Services Ltd will not cover completed projects in any circumstances.

14.4 If Paragon Landscapes and Tree Services Ltd accidentally break/ damage your property or materials we will replace the item/s or fix the problem.

15. Delays or disruption

15.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall the Contractor incur any liability to the Client for any untimely performance or delays arising from adverse weather conditions or events beyond his reasonable control.

15.2 Weather conditions, including snow, hard frost, extreme rain, excessive heat, drought may cause the delay of a start or completion date of a contract. We will always inform you at the earliest, most convenient time of any such expected delays.

15.3 Staff illness/death of family members may cause unavoidable delays to landscaping projects. If a member of our team has an illness or is off work due to an extenuating circumstance which is beyond their control and this is going to affect a start or end date of a project you will be informed as soon as possible. We will always endeavour to start and complete landscaping jobs on time.

15.4 Delays caused by companies working on site that have not been contracted/employed by Paragon Landscapes and Tree Services Ltd will result in charges to the Client to recover our losses/costs.

15.5 Paragon Landscapes and Tree Services Ltd will always inform you as soon as is practically possible if we need to alter your landscaping start or completion date for any reason.

16. Photographs/videos

16.1 Paragon Landscapes and Tree Services Ltd photograph and video all of our landscaping and garden maintenance work before & after. These photographs/videos may be used on our website/Facebook business page/instagram account/Google Plus. Photographs and videos are used to advertise our business and our work.

16.2 The Contractor reserves the right to publish photographs/videos of our hard/soft landscaping and garden maintenance work on our business website www.paragonservices.co.uk our Facebook business page and other social media.

17. Additional work

17.1 Work that is not included within the original estimate/s and that are/is later requested by the client, or client representative, will be treated as additional works. The contractor will always try to carry out any additional work you request at the same time as an ongoing project, however, sometimes especially when we are very busy this may not be possible. In this instance a separate work date will need to be agreed.

17.2 Paragon Landscapes and Tree Services Ltd will provide detailed costs of additional work for the client's consideration in the form of an estimate. Once costs have been agreed in writing and a deposit received, Paragon

Landscapes and Tree Services Ltd will be happy to undertake the extra landscaping work requested.

18. Machinery tools and fuel

18.1 Unless clearly specified by the Client, The contractor will provide machinery, tools and fuel to undertake works that are detailed in the quotation/work schedule.

19. Cancellation of contract

19.1 The notice period for cancellation of work is 7 clear days (inclusive) from the date your estimate was agreed.

19.2 Any unrecoverable costs incurred in respect of commitments made for materials during that period will be charged in full to the client.

19.3 For cancellations that do not give the Contractor fourteen clear days (inclusive) notice from the date you agreed your quotation, 50% of all agreed fee rates will be charged. In addition any materials that have been purchased on behalf of the client or any other unrecoverable costs in respect of commitments made during that period e.g. machine hire contracts will be charged to the client. The Contractor will also retain any deposits paid to cover their losses.

19.4 Notice of cancellation must be made as soon as possible, initially by telephone and then supported by written confirmation. You can e-mail us at info@paragonservices.co.uk or admin@paragonservices.co.uk

Important information

Paragon Landscapes and Tree Services Ltd is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to us in writing or apparent on visual inspection

Paragon Landscapes and Tree Services Ltd is not able to accept responsibility for any of our client's electrical appliances that may be unplugged/switched off during the working day for the purpose of using the client's power source or for safety reasons.

It is the client's full responsibility to ensure that any electrical equipment, i.e. fridges, freezers, cookers, lights, clocks etc. are all plugged back in to their sockets and switched on during or at the end of any working day, or during the landscaping contract.

If neighbour disputes prevent or delay any of Paragon Landscapes and Tree Services Ltd staff from carrying out agreed work the client will be charged for Paragon Landscapes and Tree Services Ltd lost time. This will involve the Contractor retaining your initial 50% deposit to cover business costs. Please ensure we are made aware of any issues, which may arise.

Terms & Conditions for Tree Services, Garden maintenance and soft landscaping:

1.Tree felling

1.1 If we are felling a tree/s at your property please ensure that you remove any breakables from the area we are working in i.e. garden pots or ornaments. The Contractor cannot be held responsible for breakages that occur to plants, shrubs or outdoor buildings as a result of branches falling.

1.2 Felling trees can be hazardous therefore we ask that all clients, your pets or children remain in side your property whilst any work is underway.

2.Stump removal

2.1 The client shall remove any breakables from the area in which we are working.

2.2 The client understand that grinding out of tree stumps causes mess and may flatten/damage plants that are growing in the vicinity the Contractor/s is/ are working in.

2.3 The Contractor will always tidy the area where they have been working to the best of their ability, however you will always be left with slight evidence that a tree stump has been ground out.

2.4 The client shall remain in doors whilst the Contractor is working; this is for the client's safety.

3.Delays or disruption

3.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall the Contractor incur any liability to the Client for any untimely performance or delays arising from adverse weather conditions or events beyond his reasonable control.

4.Staff and deadlines

4.1 Paragon Landscapes and Tree services ltd will be adhering to strict deadlines and timings, if you would like a particular task carrying out on a visit please ensure we know this in advance

4.2 Paragon Landscapes and tree services ltd will not carry out extra work free of charge. We are always happy to include a new garden task for you upon our next visit, although a fee will be incurred for any extra time spent at your property.

4.3 Please try not to engage in chitchat with our team when they are working, they will be using professional machinery and it is important that they pay full attention to the task in hand for theirs and your safety.

Paragon Landscapes and Tree Services Ltd appreciate your valued business and we look forward to providing you with quality, professional landscaping.

5.Customer care policy

5.1 Paragon Landscapes and Tree Services Ltd are proud of the value, quality and dependability of the services it provides.

5.2 If the client is not fully satisfied with any part of our service, then please inform us in writing.

5.3 We treat our clients concerns and comments as constructive and positive feedback and can only improve our services if informed of any shortcomings.

5.4 If there is concern in regard to any aspect of the services we are contracted to undertake, the client must inform Paragon Landscapes and Tree Services Ltd immediately in writing.

5.5 The Contractor guarantees to investigate and respond to your concerns within 14 working days.

Paragon Landscapes and Tree Services Ltd reserve the right to change these terms and conditions at any time.

Paragon Landscapes and Tree Services Ltd, terms and conditions shall be subject to the Laws of England & Wales, and the client agrees to be bound by the exclusive jurisdiction of these courts.