
Terms and Conditions

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 Green Oak Services (Kent) Ltd (hereby known as the Contractor).

1. Quotations

- 1.1 The quotation is valid for a period of thirty days from the date shown in the quotation and thereafter lapses automatically.
- 1.2 The Contractor reserves the right to increase the contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond their control.
- 1.3 The quotation is based on conditions known at the time of viewing. The client will pay any extra works, or costs due to unknown difficulties or changes, which are not within the estimate.
- 1.4 Acceptance of the quotation/estimate involves acceptance of these terms and conditions and will lead to a binding contract between the parties. It should be noted that any attempted or any actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Contractor of any loss or expense incurred as a result, including a claim for loss of profit.

2. Variations

- 2.1 Variations to the Works as specified in the quotation will only be undertaken when agreed between the Contractor and the Client and upon instructions given in writing by the Client to the Contractor. Oral instructions will not be accepted. It should be noted that site personnel have no authority to alter the contract in any way. The price of any additional work will be based upon costs prevailing at the date of the instruction.
- 2.2 In the event that requirements change due to insufficient information having been provided, defects found in existing installations, etc. the Client will be liable for any additional expense incurred.

3. The Scope of the Work

- 3.1. The Contractor shall carry out and complete the works described in the quotation/specification in a good and workmanlike manner. It shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and drawing, the description contained in the specification shall prevail over the drawing.
- 3.2 The Client is responsible for obtaining any necessary planning permission for the works and for complying with statutory requirements or consents.
- 3.3 The Company reserves the right to refuse to carry out any work which is in breach of the Building Regulations or which it believes to be in breach of the Building Regulations or the spirit in which they are intended.
- 3.4 The Contractor shall carry out and complete the works described in the Specification with reasonable care and skill and in a proper and workmanlike manner.

4. Unforeseen Costs

- 4.1 The Client shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Contractor 's control. The Contractor cannot be held responsible for such events or situations.

Unit 2 Mascalls Pound Farm, Paddock Wood, TN12 6LT

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5. Payment Terms

- 5.1 The client accepts that they will pay to the Contractor the contract sum together with any Value Added Tax properly chargeable upon the contract sum.
- 5.2 All accounts are net and do not provide for any discounts or retentions unless otherwise agreed.
- 5.3 All accounts are payable within seven days from date of invoice. Interest will be charged from the due date of payment of all invoices at 5% above the Contractor's Banker's Base Lending Rate per annum until actual payment.
- 5.4 The payment schedule shall be as follows;
For quotations less than £15,000 in value
- A non-refundable deposit of 5% of the original quotation shall be paid by the Client to the Contractor upon acceptance of the quotation by the Client.
 - A stage payment of 45% of the original quotation shall be made by the Client to the Contractor prior to commencement of work.
 - A final payment of 50% is due within seven days of completion of works.
For quotations more than £15,000 in value
 - A non-refundable deposit of 5% of the original quotation shall be paid by the Client to the Contractor upon acceptance of the quotation by the Client.
 - A stage payment of 20% of the original quotation shall be made by the Client to the Contractor prior to commencement of work.
 - Two further stage payments of 25% shall be made when requested in writing by the Contractor.
 - A final payment of 25% is due within seven days of completion of works.
- NB Green Oak Services do not accept credit card payments over £2,000
- 5.5 All materials remain the property of Green Oak Services until the account has been settled in full. Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. Where a quotation has been provided, the full amount, less any payments already made, is payable.

6. The Site

- 6.1 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 by the Client to the Contractor prior to the submission date of the quotation. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.
- 6.2 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.
- 6.3 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.

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- 6.4 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.
- 6.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use.

7. Delay and Disruption

- 7.1 The Contractor undertakes to use all reasonable endeavours to complete the works within a reasonable time or by a specified date if agreed. Under no circumstances shall the Contractor incur any liability to the Client for any untimely performance or delays arising from force majeure, adverse weather conditions, causes attributable to the Client, war or other hostilities or any event beyond his reasonable control.
- 7.2 Breaking out for post holes etc or ducting at any time shall be deemed to be of no greater depth than 600mm and shall not include for any of steel reinforcement unless the Contractor has been notified in writing prior to attending site. At all other times this will be deemed to be an extra over cost.
- 7.3 Any delays / disruptions may incur additional costs if the Company is unable to have regular reasonable access to the site.

8. Materials on Site

- 8.1 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.
- 8.2 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.
- 8.3 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.

9. Natural product disclaimer

Natural products such as stone and wood are products of nature and as such are subject to **natural variations** in colour, veining and spotting. Therefore these products have a tendency to vary from shipment to shipment and the sample piece chosen by the Client **may not** match **exactly** (100%) the material the Client receives.

10. Warranties

- 10.1 The Contractor guarantees that all plants and trees supplied are inherently healthy when planted. Responsibility cannot be accepted for loss after planting since subsequent site conditions are beyond the Contractor's control.
- 10.2 The Contractor guarantees that grass seed supplied has been tested and conforms with current EC regulations. It should be understood that a sward cannot be made in one season and seed cannot be eradicated when the Contractor undertakes to cultivate land. The Contractor cannot therefore take responsibility for subsequent weed growth.
- 10.3 The Contractor accepts no liability for any negligent act or omission or any default under this contract, save for injury or death caused by the negligence of the Contractor.

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10.4 With regard to timber products, all soft wood/timber supplied by our Company has been pressure impregnated prior to delivery to site and is from sawn timber fencing quality unless otherwise stated.

Please note that since timber is a natural product we cannot be held responsible for any warping, twisting or cracking.

11. Law

This contract shall be regarded as an English contract and shall be construed and the rights of the parties and all matters arising hereunder determined in all aspects according to the Law of England and Wales.

12. Health and Safety

The Contractor will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to the Contractor or other parties; the Client is expected to do the same. Outside of working hours, where works are ongoing, The Company accepts no liability for the actions of the customer or other household members or guests which result in damage or injury to persons or property.

The Contractor reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where The Contractor considers the other parties will be put at risk as a result of the works being undertaken.

If the Client notices any situation, property, equipment or materials that they believe to be unsafe they must inform The Contractor immediately.

If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, The Contractor will notify the customer and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by the customer.

13. Services and Waste

The Client will provide and pay for all power and water reasonably used by the Contractor to undertake the work. The Client shall also be expected to provide access to sanitary conveniences for The Contractor whilst undertaking the work.

It is the Contractor's policy to reduce unnecessary landfill and waste. Where possible, suitable materials will be recycled on site. This in no way affects the quality of work supplied but has a positive effect on the environment and in most cases offers savings on project costs. Any waste removed from site will be at the Client's cost.

14. Groundworks Contingency

Where reasonable inspection of below ground conditions is not possible prior to quotation, the Contractor will notify the Client in advance of commencement if it is seen to require any contingency sum to be included to compensate for unpredictable and difficult ground conditions that will result in increased costs to execute the works

15. Disputes

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In the unlikely event that disputes cannot be settled by negotiation between the Client & The Contractor, any dispute, question or difference arising under or in connection with this contract shall be submitted to adjudication. In event that the parties fail to agree upon an independent Adjudicator within 14 days after either party has given to the other written notice to concur in the appointment of an Independent Adjudicator, the Complaints Committee of the British Association of Landscape Industries shall, upon request from either party, offer an Adjudicator. The Adjudicator shall act as expert and shall not be bound to follow the principles of law but may decide the matter submitted to him according to what he considers fair and reasonable in all the circumstances. The costs of the proceedings shall be borne by both parties or as otherwise agreed with the Adjudication.

PRIVACY POLICY – UPDATED MAY 2018

Data Protection

In order that we can offer you the best possible service, we need to collect some information from you when you contact us to provide a quotation. However we take your privacy very seriously and do not give out names and addresses unless you have expressly given us permission to do so.

We retain contact information only which is not shared by any third parties. We will delete your information from our database promptly on request.

We take card payments via telephone only. All information is immediately destroyed once payment has been made.

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