

## TERMS AND CONDITIONS

1. Unless the context indicates the contrary, the following words shall have the following meanings assigned to them.
  - 1.1. Contractor shall mean **NU-TREND LANDSCAPING**;
  - 1.2. Client shall mean the Offeror whose details appear on the front thereof;
  - 1.3. Parties shall mean the Contractor and the Client;
  - 1.4. The masculine shall include the feminine and neuter and the singular shall include the plural.

### 2. General

Upon signature of the attached quotation by the client, a binding agreement shall arise upon the terms and conditions set out hereinafter. Any stipulation or condition in any order or acceptance by the client which conflicts with these conditions shall be of no force or effect.

### 3. Validity of quotation.

The attached quotation is valid for a period of 14 days. If not accepted it shall become null and void.

### 4. Terms of payment.

A deposit of 60% of the total is payable on acceptance of this quote, with a 10% drawdown on delivery of plants, with the final balance due on completion. If at any time during the agreement the terms of payment are not adhered to, the contractor reserves the right to cancel all outstanding work or uncompleted work, and the client shall be obliged to make payment of the outstanding amount. The ownership of the goods shall remain vested in the contractor until the goods have been paid for in full.

### 5. Access.

The client undertakes at all times to give access to the garden, to the contractor to carry out the contract. Interference or obstruction from other contractors employed by the client may cause delays and/or damage, for which we shall not take responsibility. Any delays will be charged based on the daily rate of labour that are assigned to the project.

### 6. Delivery.

The contractor shall Endeavour to deliver plants and materials to site, and complete work timorously. However, delays due to circumstances beyond our control, may cause the contract time to be extended, and the client shall give further access to complete the contract.

### 7. Risk.

The risk of loss or damage to plants and materials shall pass to the client from the time of delivery of the plants, and the contractor shall not be responsible beyond this point. For example any damage to plants by hail, theft or other natural forces out of Nu-Trend Landscapings control.

### 8. Defects.

In the case of plants or products being defective, the client shall within 10 days after hand over, report this to the contractor in writing. Every Endeavour shall be made to replace the defective plants/products, with the same or similar. Such obligation on the contractor is subject to the client having carried out the correct care and maintenance. Any replacements of plants or products after the 10 day period will be for the clients account.

#### 9. Underground risk.

Unless a site plan is given to the contractor stating clearly where all pipes, cables etc. are situated, no responsibility shall be held by the contractor. Any damage arising shall therefore be for the clients account. However we shall Endeavour to avoid this situation from occurring. Should underlying rock or building rubble be found after quotation, the contractor will re-evaluate the situation and the cost implications for the removal of such. This shall be for the clients account, over and above the original quote.

#### 10. Rubble Removal.

Rubble removal is quoted for separately and is based upon the estimated number of removals. Should more removals be required then the additional charges will be for the clients account.

#### 11. Building and Construction.

Building and Construction costs are based on estimated linear meters or square meters as the case may be. Should any changes to the design require additional construction, these will be for the account of the client.

#### 12. Large Trees Ex Ground.

Nu-Trend Landscaping will quote on large trees ex ground (i.e. mature trees) if the client requires this. The client must be aware that there is a higher risk of these larger trees dying and the contract of purchase shall be directly between the supplier of the said large trees ex ground and the client with Nu-Trend Landscaping facilitating. Any guarantees shall be provided between the client and the supplier. Any repairs or maintenance required by Nu-Trend Landscaping should these large trees need to be replaced, will be for the clients account.

#### 13. Plant Sizes

All plants used as references in the quote are fully grown specimens, whereas those quoted for are young plants and will be smaller. Plant sizes are quoted for and sizes are specified according to the bag size. Whilst the specific sizes of plants will vary from suppliers in similar bag sizes, Nu-Trend Landscaping does endeavour to purchase the best quality within the bag size quoted. Sizes depend on variables such as weather and availability (Supply vs Demand which itself affects price).

#### 14. Irrigation.

The Irrigation system is subject to the suppliers warranty. Our workmanship on the irrigation system is guaranteed for 6 months. This excludes the replacement of parts damaged as a result of negligence or normal wear and tear.

#### 15. Water Features.

Materials and pumps are subject to the suppliers warranty. Nu-Trend Landscaping workmanship is guaranteed for one year except for damage as a result of negligence or normal wear and tear.

#### 16. Structural Construction.

Any structural construction by Nu-Trend Landscaping, for example retaining walls and custom made sumps, will have a one year guarantee.

#### 17. Drainage.

Any additional work required during the course of the project for drainage purposes will be for the clients account.

#### 18. Electrical Work.

Nu-Trend Landscaping out-sources its garden lighting and major electrical work where specified in quotes. This work will be performed by a qualified electrician. All contractual agreements and payments, in such cases is between the client and the electrician, however, Nu-Trend Landscaping will project manage all such work on behalf of the client. This is due to the specialized nature of major electrical work. As such all guarantees are subject to the electricians guarantees which will apply as specified by the electrician.

#### 19. Paving.

Nu-Trend Landscaping will provide pictures or samples to the client of paving to be used. The client's agreement to the use of these products will be required before we install. Costs relating to any changes thereafter will be for the clients account.

#### 20. Decking.

Decking work is guaranteed for 6 months. Any sealing or varnishing after the 6 months is for the clients account.

#### 21. Building Sites.

It is the responsibility of the developer to clear the sites prior to project installation. However, should the client wish to have Nu-Trend Landscaping clear the site this will be quoted for. Any costs incurred by Nu-Trend Landscaping as a result of the developer will be for the clients account. This includes rubble removal, delays, damage to plants, any other additional cost incurred by Nu-Trend Landscaping to ensure the garden design is delivered as quoted for.

#### 22. Change Management.

The detailed quote is based on a specific requirement. Any changes thereto will require changes to the quote and additional costs relating to these changes will be for the clients account. Nu-Trend Landscaping will Endeavour to ensure that the client is informed of such costs during the course of the project. All details of such costs will be provided to the client for transparency purposes.

#### 23. Hand Over of Site.

Nu-Trend Landscaping will arrange a hand over date with the client once all outstanding issues have been resolved. Should the client be satisfied, then they shall sign and hand over the agreement to the Nu-Trend Landscaping representative. Payment for the final amount is required within three days of handover.

#### 24. Exclusion of liability

The contractors liability for damage caused by it, its employees or sub-contractors, shall in all circumstances be limited to the value of the contract, notwithstanding that such damages arose from negligence, whether gross or otherwise. The contractor shall in any event not be liable for: Consequential damages of any kind and howsoever caused i Injury to any person howsoever caused ii Any loss, injury or damage caused by its sub-contractors.

25. Domicilium. The client hereby chooses domicilium citandi et executandi at the address set out on the quotation for the services of any notice, process, summons issued in connection with this agreement.