

Terms and conditions

We have made the following assumptions in calculating our rates:

- Extra work undertaken will incur further costs.
- By accepting the quotation, paying the deposits required and the contract starting the client is deemed to accept all of the terms and conditions listed below along with the scope of works supplied.
- Maintenance to the works has not been allowed for unless specifically included within the quotation.
- Access - the garden should be cleared prior to the start date in order for us to carry out works and clear access / work space must be available at all times. Any restrictions could incur a charge.
- Watering has not been allowed for within our quotation and once the contract has been completed becomes the responsibility of the client.
- Horticultural operations are very dependent on the weather and season. We aim to carry out the works at the appropriate time.
- Work undertaken out of the season or in unsuitable weather conditions will be on written instructions only, so that suitable provision can be made, or it will be at the client's risk.
- Nursery stock supplies are not inexhaustible. Should any plant be unavailable, we reserve the right to negotiate substitutes with the client.
- All watering of plants and turf become the responsibility of the client once the contract has been completed and MJT Landscapes limited cannot accept any responsibility for the survival once the contract has been completed.
- We accept no responsibility for the defects over and above failing to break out into leaf unless a formal maintenance contract is entered into.
- It will be the responsibility of the client to advise MJT Landscapes limited of the positioning of all mains services.
- No responsibility will be accepted for damage caused to mains services not notified.
- Once an estimate has been accepted, any changes or additions will be subject to a price review.
- MJT Landscapes limited cannot be held responsible for the effects of de-icing salts, as these are detrimental to the surface of concrete products.

- MJT Landscapes limited cannot be held responsible for the fading of colours due to efflorescence which is a natural condition producing very small white particles covering the surface of concrete products. This condition is caused by having calcium hydroxide present as a soluble salt, which leaches to the surface and combines with carbon dioxide in the air to form calcium carbonate. (Chalk) MJT Landscapes limited cannot be held responsible for slight colour variations, which occur, in concrete products.
- Shrinkage and Expansion Paving - MJT Landscapes cannot be held responsible for any shrinkage or expansion to joints in any paving unless A142 Steel Reinforcing has been used to prevent this. A142 Steel Reinforcing is not supplied as standard but can be specified.
- Subsidence Mjt Landscapes cannot be held responsible for any subsidence caused by historic/ existing problems or building works not carried out by Mjt Landscapes. Mjt landscapes 5 year guarantee covers defects caused by Mjt Landscapes workmanship and not third party damages or defective work. Timber - MJT Landscapes cannot be held responsible for any shrinkage or expansion in any timber work from the time of the timber being cut to size. We recommend a joint in timber to be between 3-5mm to allow for such an occurrence.
- Wood is a natural product, and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions may cause products to split, lose shape or warp. This is natural and in all but the most extreme cases, normal shape will be resumed. MJT Landscapes limited cannot be held responsible for the above taking place.
- In extreme changes of weather conditions, certain plants and materials, such as terracotta, some natural stone and other paving can be affected, suffering damage if not protected. The client should take the necessary precautions to prevent damage as this is out of our control.
- All products and workmanship of MJT Landscapes Limited are built to the specification of domestic usage only. MJT Landscapes cannot be held responsible for any damages should inappropriate usage occur.
- To keep within the guarantee of various water pump manufacturers and to prolong the life expectancy, the client, especially winter care and protection should be carried out to the guidelines in the instructions. MJT
- Landscapes limited will replace a defective pump within 3 months of installation after which the client must deal with the manufacturer direct if still within the guarantee period.
- Customers ordering vehicles off the public highway do so at their own responsibility.
- Prices are open to acceptance up to three months from the date of the quotation.
- All contracts, in the end, depend upon the willingness of the buyer and the seller to achieve mutual satisfaction. Should any action arise from conflicting conditions not resolved amicably, then the law of England shall be used as the interpreting law.

- MJT Landscapes limited reserves the right to withdraw from a site if the contract payment schedule is not adhered to. Any overdue payment will be subject to a monthly interest rate at bank rate plus 2% per month or part month overdue. Any variation on this quotation must be in writing and signed by both parties, with payment due in full at completion of contract to which this variation applies. Title and ownership of the materials and equipment will not pass until final payment is made. MJT Landscapes limited can recover any materials in the event of non-payment. The customer agrees to allow access to the site for this purpose.
- All materials and machinery left on site during works become the occupier's responsibility once employees have left the site.
- Copyright laws cover all designs. The design cannot be reproduced without prior written consent by MJT Landscapes limited.
- We reserve the right to use any drawings, photographs or plans undertaken by us for any future publications or displays whilst ensuring the anonymity of the respective client.
- All VAT will be payable at the current rate of invoice issue date.
- This quote does not include excavation in rock, removal of any concrete deeper than 150mm thick, filling of wells, mines or shafts, removal of any air raid shelters, removal of asbestos, removal of any chemicals, removal or grinding of any tree stumps and the re-routing of any services unless otherwise specified.
- No stainless steel fittings can be ordered without written confirmation. Once stainless steel fittings are ordered the client is responsible for payment if cancellation of the project occurs for whatever reason.
- Survey fees from any external land surveyor will become payable on completion of the survey.
- MJT Landscapes limited cannot accept any responsibility for any discrepancy what so ever if another contractor carries out the construction; it is the responsibility of the contractor to confirm all measurements and height variations and not scale from the plan alone.
- Any professional fees such as structural engineer's reports, arboricultural reports, planning submissions (inc. TPO's) and printing fees are not included in the quote and will be billed at cost.
- Revisions are additional and charged at £50.00 per hour or part thereof as there is no way of estimating the need or the complexity of them.

Payment terms:

- **Any work quoted up to £2000.00 + VAT**
- Deposit amount of £500.00 + VAT to secure your booking
- The remaining balance is due once the works are complete

- **Any work quoted up to £5000.00 + VAT**
- Deposit amount of £833.33 + VAT to secure your booking
- The remaining balance is due once the works are complete

- **Any work quoted up to £10,000.00 + VAT**
- Deposit amount of £833.33 + VAT to secure your booking
- 1 stage payment half way through the works • The remaining balance on completion

- **Any work quoted up to £20,000.00 + VAT**
- Deposit amount of £833.33 + VAT to secure your booking
- 2 stage payments throughout the duration of the works
- The remaining balance on completion

- **Any work quoted above £20,000.00 + VAT**
- Deposit amount of £833.33 + VAT to secure your booking
- 3 stage payments throughout the duration of the works
- The remaining balance on completion

All payments are requested via invoice with payment details in the notes section and are due on receipt. We accept payment through BACS transfer and will email you to confirm receipt of any payments made.

Unfortunately, we do not have the facilities to take any form of card payments.

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