

TERMS & CONDITIONS OF PLANTING WORKS

Tendercare will only alter the start date given if it is really necessary giving a minimum of 48 hours notice and only in exceptional circumstances.

Once plants are selected on the nursery, payment is due. Upon the confirmation of a planting date, ½ of planting charges and all materials are payable, with the balance due seven days after completion of all works.

Our price assumes reasonable access to the planting areas, as advised by Customer. If a site visit has not been carried out, and on the start date access is not possible, a cancellation charge will be made. Protection for hard surfaces and lawn areas will be provided where deemed appropriate, however, we cannot accept liability for damage to hard surfaces if, despite our care the paving subsides or cracks on account of weak or inadequate foundations. Where the Customer has knowledge that the paving has not been laid to bear the weight of small vehicles or loads then this information should be disclosed so that an alternative method of handling can be employed. Additional costs may be incurred.

Service lines, pipes or obstructions encountered whilst planting are the responsibility of the Customer unless specifically identified in advance and accurately located on a scaled plan provided to Tendercare's offices and indicating height or depth in relation to surface level.

If during groundworks, excessive quantities of debris other than expected soil and subsoil are encountered, a charge for breaking up the material and the removal of arisings will be made. By their nature, these circumstances are unforeseen, and it is impossible to quantify this until on site. If the removal causes the works to exceed the allotted duration of the works, Tendercare will advise charges accordingly at the time.

The Customer or his representative is requested to sign our Delivery Note for the plants received. If the Customer is not present, a copy signed by the Landscape supervisor will be supplied. The Customer will receive a VAT invoice on completion. Upon completion of the planting, the Customer will be requested to pay the balance outstanding within seven days of the invoice date.

We use sizeable articulated trucks to deliver our plants. Locally acceptable arrangements may need to be made to facilitate speedy unloading outside your property.

For safe transportation, it is necessary to tie up the crown of trees. In spite of every care by our experienced staff, there is a risk of some breakage of brittle or awkwardly-shaped branches. If the specimen is unacceptable due to damage in transit, Tendercare will provide a replacement if available, or a refund to the full value.

In the event of a cancellation of a scheduled planting job by the Customer within a period of less than two working days prior to the start date, Tendercare may apply a cancellation charge. This is due to the cost of preparation and handling which will have already been carried out at the nursery and have been abortive.

Plants are subject to an Establishment Warranty for a suitable establishment period, and guaranteed for a determined period depending on the time of planting. When planting in the growing season, i.e. mid March to end of September, the establishment warranty period is limited to two months from supply. If the plants are planted outside their normal growing season, i.e. from end September to mid March, the Establishment Warranty will be up to mid May. Thereafter an additional Extended Warranty is available at the time of purchase as an extra. This typically costs £180.00 plus 10% of the value of the plants, for one year's cover which commences at the end of the Establishment Warranty.

Our landscape team will require the Customer to provide a sufficient length of hosepipe to water the plants during works. Once the plants are installed, irrigation is the responsibility of the customer. Advice and design of an irrigation system is a service available upon request.

In the event of a dispute, it must be agreed that a settlement by Arbitration through the Association of Professional Landscapers be sought in the first instance.

We retain title to the goods supplied and services provided until all accounts have been settled in full.

24/11/00

TENDERCARE NURSERIES LTD.

Southlands Road, Denham, nr. Uxbridge, Middlesex UB9 4HD Tel: 01895 835544 Fax: 01895 835036 Email: sales@tendercare.co.uk
www.tendercare.co.uk