

Terms & Conditions

Our client: NAME HERE

Proposal for Design / Planting / Maintenance at: ADDRESS HERE.

Date: ADDRESS HERE.

Reference: ADDRESS HERE.

Terms

Stage 1

An initial discussion (chargeable) to discuss the contract and establish the clients(s) wants, needs, practicalities, requirements, preferences, themes, viability, proposed use, suitability. *NB. As an initial estimate*, this part of the document may outline proposed costs and timings for design, site preparation, turfing, planting delivery and installation and irrigation throughout all designated areas. Costs will not apply until ratified by the client.

*Approval (by client) of the initial proposal.

*Stage 1 must be contractually agreed to and signed off with 30% of the total fee payable prior to proceeding.

Stage 2

Secondary consultation with A3 design visuals, further recommendations or alterations, site protocols and management.

Client to prepare any related information prior to the meeting. All re-arranged consultations are charged at £120.00 per hour.

Topics include work schedules, health & safety, local government laws and by-laws, skip hire and placement, working hours, site surveys inc. levels, measurements and soil testing, power points and water points, toilet access, person and vehicle access arrangements, site security, on-site machinery and plant hire, waste disposal, necessary licences, herbicides and pesticides, irrigation, lighting, electrical testing, any other relevant matters.

*Signed approval (by client) of design visuals.

*Stage 2 must be contractually agreed to and signed off with 40% of total fee payable before proceeding to technical plans and drawings.

Stage 3

Production of A1/A2 technical documents. Site and/or Planting plans including relevant plant information, elevations etc.

N.B. Up to 6 weeks production time is required, dependent on complexity.

*Signed approval (by client) of technical and/or planting plans.

*Stage 3 must be contractually agreed to and signed off with 20% of total fee payable before installation of the design begins.

Stage 4

Scheduled site works to begin undertaken by Per Hortum Ltd. and relevant contractors.

Soil removal, replacement or adjustment. Delivery of skips, aggregates, timbers, plant hire, turf, plants, paving

*Signed agreement and approval (by client) of schedule of works.

*Stage 4 must be contractually agreed to and signed off with 10% of the agreed total fee payable on the completion date of the scheduled work.



Design visuals. Usually, a supply of A3 CAD drawings and/or pencil drafts for discussion and approval.

Technical site plan. Digital production of A2 colour plan usually scaled at 1:50. inc. data of elevations, levels, areas and perimeters.

Planting plan. Digital production of A2 colour plan usually scaled at 1:50. inc. planting information.

Site survey. A site visit to ascertain access, soil type and pH, topography, sun / shade exposure, obstructions, wildlife, aspect.

Planting preparation. Soil improvement and adjustment, removal of weeds or invasive plants. Levelling.

Irrigation. Tech-Line or similar irrigation systems with connectors and solar powered (dual) timer.

N.B. Irrigation is *strongly* recommended to avoid plant failure, pathogens and disease. Per Hortum Ltd. cannot be held responsible for any plant failures if an appropriate irrigation system is not installed.

Planting.

Installing all trees, shrubs, herbaceous plants and grasses.

Turfing.

Laying of premium turf from one of our selected suppliers. This is done after all planting is completed to avoid damage.

Aftercare. Seasonal maintenance. Soil replenishment, plant establishment / care, seasonal pruning, pest/disease control.

Quotes for external services. TBC

Hard landscaping. N/A

Lighting. tbc

Furniture and Décor. tbc

Itemised amounts

Item	Description	No.	Cost
<i>Consultation</i>	<i>Visit site. Meet client(s) to discuss project.</i>		<i>£120.00</i>
<i>Lead Designer fees</i>	<i>Visualisation and technical plans at 1:50 scale</i>		<i>£60.00ph</i>
<i>Site Manager fees</i>	<i>Overseeing installation, delivery, QAQC</i>		<i>£50.00ph</i>
<i>Skilled Gardener/Labourer</i>	<i>Installation, maintenance</i>		<i>£40.00ph</i>
<i>Trees</i>	<i>Small-med., single & multi-stem</i>		<i>tbc</i>
<i>Turf</i>	<i>Premium, resistant</i>		<i>tbc</i>
<i>Plants</i>	<i>Shrubs, seasonal flowers, grasses, ferns.</i>		<i>tbc</i>
<i>Materials</i>	<i>e.g. soil, compost, mulch, fertiliser.</i>		<i>tbc</i>
<i>Irrigation</i>	<i>Tech-line or similar with timer.</i>		<i>tbc</i>
<i>Maintenance</i>	<i>3hr visit scheduled per 14 days</i>		<i>£120.00 pp</i>
<i>Estimated total cost</i>			<i>£COST HERE</i>
<i>VAT</i>			<i>£COST HERE</i>
<i>Total amount due</i>			<i>£COST HERE</i>



Conditions

All work allocated to Per Hortum Ltd. is subject to the following conditions:

- 1) Payment.
 - a) 30% of the overall fee is payable on agreement and acceptance of the quote.
 - b) 40% of the overall fee is payable before production of the technical and planting design plan.
 - c) 20% of the overall fee is payable before installation of the garden.
 - d) The remaining 10% of the overall fee is payable upon handover to the client.
 - e) Subsequent payments for maintenance shall be made on agreed terms.
- 2) Cancellation
 - a) Cancellation of agreed works within two weeks of a scheduled production date is subject to 50% of that fee.
 - b) Cancellation of work within 48 hours of the scheduled production date is subject to 100% of that fee.
- 3) All design work produced by Per Hortum Ltd. remains the intellectual property of the company and is subject to IP laws and guidelines.
- 4) All formats of design work presented by Per Hortum Ltd. must not (in any format) be shared, reproduced, altered, adjusted or sold by the client.
- 5) We provide and use skilled gardeners, professional grade tools and materials, and DEFRA approved plants and soils to cover the most usual gardening and planting assignments.
- 6) Any specialist equipment needed will be hired or purchased by Per Hortum Ltd. and charged to the client at the most cost-effective rate.
- 7) Any pre- or self-installed irrigation must be sufficient to prevent plant failures attributed to either drought or excessive watering.
- 8) Any subsequent damage or failure of installed plants by animals or persons within the area must be replaced by Per Hortum Ltd. and will be charged to the client at the most cost-effective rate.
- 9) Please note that most herbaceous plants and shrubs can cause harm if ingested. Per Hortum Ltd. will design a planting palette that is suitable for the environs; however, it is the client's responsibility to ensure that the areas planted does not become a threat to animal or human health after the installation of the design.
- 10) Inclement, extreme or unusual weather conditions may prevent safe work as outlined by the Health and Safety Executive. In such instances Per Hortum Ltd. reserves the right to postpone or re-schedule work until employees are safe to proceed or acceptable working conditions return.
- 11) All planning issues, land boundaries, neighbour disputes, Local Planning Authority edicts, TPO's, Conservation Area restrictions or SSSI restrictions must be disclosed by the client before any scheduled work proceeds.
- 12) Legal access and parking should be made available to employees and vehicles for transporting products to the site.
- 13) Sanitation, toilet and drinking water facilities must be made available to employees using the site.
- 14) We aim to minimise any disturbance to the clients. Installation or maintenance can be re-arranged to take place before and after hours of business if necessary and depending on local authority regulations.

*Ideally there will be an accessible area on site to store stock and materials in preparation for installation. If an area is not available, items will be delivered at the first convenient date.

Thank you. We look forward to working with you.

