

## **Terms and conditions of service for Matt Ayres Gardening Ltd.**

The Contractor (Matt Ayres Gardening Ltd) and the Client (person/company agreeing to delivered proposal and estimate) agrees to and accepts the following terms and conditions.

1. A proposal and estimate for work is valid for 30 days as of the date of the proposal. This also applies to contract work with a time limit. i.e monthly or annual

2. In the event of a variation to the estimate as a result of :

2.1 Amendments to work required prior to arriving on site.

2.2 Changes in site or ground conditions since the original visit.

2.3 Additional works requested or required whilst on site.

The estimate will be revised accordingly in advance and an agreement signed by both parties (a representative of Matt Ayres Gardening Ltd and the client) in writing.

3. On completion of work carried out an invoice will be raised and payment is required within 7 working days. (A 30 day payment plan can be made available, this must be discussed and agreed to before any work is undertaken)

All clients are advised not to pay any monies until an official invoice is produced.

Should the client not be satisfied with the work on completion, Matt Ayres Gardening Ltd must be notified, in writing, within 24 hours.

4. Sometimes materials are required before work commences, a deposit for some or all of the materials will be expected in order to purchase them. Clearance of payment is expected before work is undertaken.

All materials, i.e plants and aggregates used, will remain the property of Matt Ayres Gardening until an invoice is paid in full.

5. If the work is spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand.

6. Matt Ayres Gardening Ltd will undertake the work as scheduled but is aware it may be constrained by ecological and wildlife legislation including :

6.1 Wildlife and Countryside Act 1981

6.2 Countryside and Rights of Way Act 2000

6.3 Conservation of Habitats and Species Regulations 2012

7. Matt Ayres Gardening Ltd does not undertake any tree surgery directly. Work that requires this will involve a recommended and fully licensed and insured third party.

8. Matt Ayres Gardening Ltd has a £2,000,000 public liability insurance, and a £10,000,000 employers liability insurance, certificates are available on request.

9. All green waste will be collected and disposed of appropriately through a licensed carrier. An additional charge will apply, details of this will be confirmed before work commences.

9.1 All non green waste would need to be dealt with independently by the client.

10. Matt Ayres Gardening Ltd operates in accordance with good industry practice and undertakes site specific risk assessments where necessary.

The outcome of this may, on occasion, place restraints on the site whilst work is in progress. Clients will be advised of this accordingly should this be the case.

11. All employees of Matt Ayres Gardening Ltd have the right to work without verbal or physical abuse of any kind. If either should occur, all staff will be pulled off site immediately and the incident reported accordingly. Matt Ayres Gardening Ltd has the right to terminate work with immediate affect should there be an unsatisfactory resolution to abuse.

A copy of the Health and Safety policy is available on request.

Matt Ayres Gardening Ltd. Registered office: C/O Goldwins, 75 Maygrove Road, London. United Kingdom. NW6 2EG.  
Registered in England and Wales. Company Number 10623003