



# Terms and Conditions

## 1. Scope of Service and General Terms

- a) The quotation is based on the site conditions, existing at the time of the site visit, remaining unchanged, we reserve the right to amend the quotation if these alter
- b) When quotations contain individually priced items and only selected items are accepted, we reserve the right to amend the prices of the selected items
- c) Maintenance to the works after completion has not been allowed for unless specifically included within the quotation.
- d) Watering has not been allowed for within our quotation and once the job has been completed, this becomes the responsibility of the client.
- e) Horticultural operations are very dependant on the weather and season. We aim to carry out the works at the appropriate time. Work undertaken out of season or in unsuitable weather conditions will be on written instructions only, so that suitable provision can be made, or will be at the client's risk.
- f) We accept no responsibility for defects over and above failing to break out into leaf, unless a formal maintenance contract is entered into.
- g) It will be the responsibility of the client to assist Oasis Gardens Ltd, during landscaping projects, with the positioning of all mains services.
- h) Every effort will be made to leave the work areas in their original condition, however due to the nature of our work, some areas including (but not limited to) gravel drives, flower borders and long grass may well contain minor debris which we are unable to remove. Where necessary, staff can move garden furniture, ornaments etc. If we are required to do so, we can accept no liability for these items.
- i) Plants and turf must be watered twice daily in warm conditions to avoid drying out and dying. We expect no liability for turf or plants that die due to lack of watering.
- j) Underground services must be drawn to our attention, in writing, otherwise we cannot be held responsible for any damage caused.
- k) We cannot be held responsible for the slight colour variations which occur in concrete products due to the changes in natural aggregates and cement used in the production process.
- l) We cannot be held responsible for the effects of de-icing salts as these are detrimental to the surface of concrete products.
- m) We 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).
- n) Wood is a natural product and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or changes in weather conditions will cause a reaction in timber used outdoors. Heat 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.
- o) 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 necessary precautions to prevent damage, as this is outside of our control.
- p) To keep within the guarantee of various water pump manufacturers and to prolong the life expectancy, the guide lines in the instructions should be carried out by the client especially winter care and protection.
- q) Customers ordering vehicles off the public highway, do so at their own responsibility.



## Terms and Conditions

- r) For Stump grinding works - 'to grind out the stump' means the removal of the root bole to a maximum depth of 12". If the root system or exposed shallow roots require removal, this can be quoted for separately. Grinding mulch is usually back filled neatly into the stump cavity and left on site unless otherwise requested and stated in the quotation.
- s) Extensive safety measures are put in place to protect property during grinding operations; however flying debris may sometimes clear this screening. If this is the case and damage occurs, even with these measures in place, we cannot be held liable for this. Equally, we accept no liability for damage to underground services during grinding operations
- t) Where trees are to be 'reduced to ground level' (this does not include stumps), this is a guideline based on whether there are any debris (eg. stones, metal etc) found at the base, in which case the trunk will be left as low as possible
- u) We must have a copy of written consent from the owner should works be on trees outside the client's property. We will not accept liability if this is not verified
- v) During Tree Surgery operations, we will endeavour to avoid damage to surrounding areas and lawns, however on occasion due to their proximity, minor damage may occur to the surrounding foliage
- w) Tree Preservation Orders and Conservation Areas: we will apply for consent to carry out work on trees covered by these restrictions. If for any reason this is not deemed practical, then the client will need to apply for consent, in this case we will require, in advance of any work being carried out, a copy of the written notification from the relevant Local Authority to confirm work is permitted and within their guidelines
- x) Health and Safety: In the interests of health and safety we respectfully ask that all pet faeces be cleared from the garden each day before work commences, failure to do so could result in additional charges being incurred.
- y) Right to Cancel. The client has a right to cancel the contract if s/he wishes and this right can be exercised by delivering, sending or emailing a letter to us at any time within the period of 7 days starting with the date of receipt of the notice of the right to cancel the contract. Failure to provide sufficient notice of cancellation may result in a cancellation fee of 10% of the intended works cost.
- z) It is our company policy to avoid using subcontractors. However, should this be necessary the client will be made aware before work commences. We will ensure one of our senior members of staff is available to inspect and visit the site at regular intervals throughout the period of works being carried out. The client's contract is still with us and therefore all terms and conditions are applicable

### 2. Payment Terms

- a) Quotations are subject to VAT which will be payable at the current rate of invoice issue date.
- b) Any variation on the quotation must be in writing and signed by both parties, with payment due in full at completion of contract to which this variation applies.
- c) Once an estimate has been accepted, any changes or additions will be subject to a price preview.
- d) Prices are open to acceptance up to three months from the date of the quotation, after which time we reserve the right to provide an amended quotation
- e) We reserve the right to withdraw from site if the contract payment schedule is not adhered to.
- f) Title and ownership of the materials and equipment will not pass until final payment has been made.



## Terms and Conditions

- g) Any materials can be made recoverable by us in the event of non-payment. The customer agrees to allow access to site for this purpose.
- h) Payment Terms:

Contract value up to £499	Full payment on completion
Contract value £500 - £4,999	25% deposit, balance on completion
Contract value £5,000 and above	25% deposit and a further 50% mid term and the balance on completion.

- i) Methods of Payment accepted as follows: Cheque (made payable to Oasis Gardens Limited), cash or BACS transfer.

### 3. Interest

- a) We reserve the right to charge interest on any late payments.
- b) Any overdue payments will be subject to a monthly interest of 2%.

### 4. Commitment to quality

- a) We are committed to maintaining high standards of quality in customer care, presentation and service. In the event that you do feel the need to make a complaint, this should be made during the contract or within 7 days of the invoice date, failure to do so will be taken as confirmation of satisfaction.

### 5. Data protection

- a) We reserve the right to use any drawings or plans undertaken by us for any future publications or displays whilst ensuring the anonymity of the respective client.

### 6. Governing Law

- a) All contracts, in the end, depend on 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.

### 7. Contact and business details

- a) Contact details are as follows  
Postal address: Oasis Gardens Limited, 1 Parkside, Stapeley Farm, Long Lane, Odiham, Hampshire, RG29 1JE  
Telephone: 0800 4586550  
Email: [info@oasisgardens.co.uk](mailto:info@oasisgardens.co.uk)  
Website: [www.oasisgardens.co.uk](http://www.oasisgardens.co.uk)
- b) Oasis Gardens Limited is registered in England and Wales. Company registration number 6428745
- c) VAT registration number 811 317 077
- d) Registered office 29 Oakwood, Church Crookham, Fleet, Hants GU52 8BY