

Terms and Conditions of Acceptance of Quotation

Our quotation is subject to the following terms and conditions, with acceptance confirmed in writing, and is fixed for a period of 60 days from the date above:

1. A 30% non-refundable deposit will be required with the order and thereafter interim payments throughout the project with an agreed payment plan to be signed prior to commencement. If interim payments are not met in terms of agreed payment contract, works will regrettably have to cease.
2. A 50% deposit will be required with the order for all bespoke items. Bespoke items cannot be cancelled or returned and no refunds can be given. Your statutory rights are not affected.
3. 7oaks Landscapes cannot be held responsible for the damage to any underground services unless their exact positions are indicated and marked and our staff are made aware prior to work commencement. All underground services must be marked/shown by Clients/Designers/Architects/Surveyors before any works are undertaken.
4. Any excavations included are based on normal digging; should rock, old foundation services or any other hard material be encountered, to the cost of moving the same will be charged as an extra.
5. If laying on to a previously laid base or new base laid by others, we cannot take any responsibility or guarantee for failure or any product we lay onto bases already laid by others.
6. Once works have commenced, any additional works/alterations not included in previous quotations/specifications/drawings will be subject to additional costs to the client.
7. All work is scheduled to finish within a certain time frame. However, due to any adverse weather conditions or unforeseen circumstances beyond our control, please be aware that for the project to be completed to the highest standard, works may, occasionally, run over this time frame.
8. All work is guaranteed for 1 year after construction of any part/item of quotation/estimate or project but excluding damage caused by exceptional weather conditions, i.e. heavy rain, severe frosts (-5° or below for long periods, i.e. one week plus) and snowy weather, flooding or lightening and also damage caused by rodents or wildlife.
9. No guarantees are given on plants and turf. Once plants have been planted and turf laid,

the watering and upkeep of the plants/lawn is then the responsibility of the Client.

10. No guarantee can be given for ground which is geologically unstable strata based soils, soil/spoil infill, high water tables, streams and water courses underground which we have not been advised of by Clients/Surveyors/Designers/Architects and which may cause movement and cracking which is beyond our control. We must be informed of any of these items before works commence by Clients/Surveyors/Designers/Architects.

11. 7oaks Landscapes can take no responsibility for movement/cracking caused by trees and root systems.

12. 7oaks Landscapes cannot guarantee against hairline cracking in paving as all grounds will have movement throughout the seasons.

13. 7oaks Landscapes cannot be held responsible for any subcontractor's works which they have constructed, installed or produced. Liability is with the subcontractor.

14. Day joints on resin bound/bonded works are unavoidable due to the amount of m² which can be laid in a day and also due to weather conditions.

15. All materials remain the property of 7oaks Landscapes until the project is paid for in full.

16. If the Government, at any time, increases landfill costs, these costs will have to be increased and passed on to the Client. This includes all skips, muckaway and spoil.

17. Works will be carried out to the designs/specifications/drawings provided by Clients/Surveyors/Designers/Architects. If any problems arise from their designs/specification/drawings, it is their responsibility to rectify. We only take responsibility for the works completed as specified by the Clients/Surveyors/Designers/Architects.

18. It is the responsibility of the Clients/Surveyors/Designers/Architects to disclose information of the sub grade soil particularly with the presence of sub grades that may cause defects in the sub base, footings and finish surface such as clay or sand. It is the Clients/Surveyors/Designers/Architects responsibility to ensure the sub base is designed to accommodate the sub grade and footings. It must be understood that if the sub base is installed by others it is their responsibility as to the quality and suitability of that sub base to receive our products. Where sub bases are installed by others we can only confirm that the surface is suitable to be applied to by visual inspection. No guarantees can be given if installed by others. For resin bound drives, if all works are completed by 7oaks Landscapes then a guarantee of 5 years is given. No guarantee can be given for any part of the works done by others.

19. For border preparation, borders are to be dug over, adding compost/manure. If the borders are found to be full of debris, stones, rock, clay, buried rubbish or of a very solid soil strata, this will incur an extra cost. Any additional soil brought in will also incur an extra cost. All border preparation to be only done to the Designer's/Architect's/ Client's specification in

writing.

20. 7oaks Landscapes reserves the right to charge interest on any overdue amount at a daily rate equivalent to 2% above base rate of the overdue amount per calendar month, in accordance with the Late Payment of Commercial Debts Interest Act 1998.

21. The Client is responsible for all costs arising from cancellation/postponement of the project. The contract/project commences on the confirmation of the material delivery to the client. Materials cannot be sent back and once manufactured they have to be paid for in full whether they are installed or not. The cancellation costs will comprise labour, travel, plant and profit, and will include charges relating to the value of materials ordered specifically for the project.

22. The Client will ensure sole and uninterrupted access to the site during all works.

23. Electricity (110v or 240v) and water will be supplied by the Client – free of charge.

24. In rainy and cold periods below 5C the resin bound gravel cannot be laid.

25. Once the contract/payment terms/terms & conditions are signed, this is a legally binding document.

26. Resin aggregates are natural materials which are subject to changes in appearance and colour. Some of the gravel and shingles supplied may occasionally contain minor concentrations of iron minerals which upon weathering may result in areas of rust spot staining. These iron minerals occur naturally within the gravel deposits and 7oaks Landscapes cannot be held responsible for any loss or damage suffered as a result of such staining.