



## Introduction

These Terms & Conditions apply to all services supplied by Birchlake Landscaping (“the Company”). By instructing Birchlake Landscaping to carry out work, accepting an estimate, or paying a deposit, the Client agrees to these Terms.

### 1. Estimates

All estimates remain valid for 30 days unless otherwise stated. Estimates are based on site conditions visible at the time of survey. Unforeseen conditions or client-requested changes may result in additional costs.

### 2. Payment Structure

Projects under 2 weeks:

- 50% payable prior to commencement.
- 50% payable upon completion.

Projects over 2 weeks:

- 30% non-refundable deposit required to secure scheduling and materials.
- Remaining payments issued in agreed stages during the project.
- Final balance due upon practical completion.

### 3. Deposits & Cancellation

Where a project is cancelled after a deposit has been paid, the deposit is non-refundable to cover design, administration, scheduling, and procurement costs already incurred.

### 4. Payment Terms

Invoices are payable within 5 days of issue. Late payments may incur interest at 8% above the Bank of England base rate, calculated daily, together with reasonable recovery costs. The Company reserves the right to suspend works where payment becomes overdue.

### 5. Ownership of Materials

All materials supplied or installed remain the property of Birchlake Landscaping until full payment has been received.



## **6. Variations**

Any changes requested by the Client after acceptance of the estimate may result in additional charges and adjustments to the project programme.

## **7. Programme & Delays**

Project timelines are estimates only. The Company shall not be liable for delays caused by events beyond its reasonable control including severe weather, flooding, supplier shortages, labour shortages, transport disruption, government restrictions, or delays caused by third parties or the Client.

## **8. Client Responsibilities**

The Client shall provide safe and reasonable site access, confirm boundaries, obtain required permissions unless agreed otherwise, and disclose known underground services.

## **9. Practical Completion**

Practical completion occurs when works are substantially complete and usable for their intended purpose. Final payment becomes due at this stage.

## **10. Guarantees**

If any element of the completed works fails or proves defective as a direct result of our workmanship, installation methods, or negligence, Birchlake Landscaping will return and rectify the issue at no cost to the Client within a reasonable timeframe.

The longevity and performance of landscaping works are dependent upon appropriate aftercare, maintenance, environmental conditions, and factors beyond our control. Where issues arise due to circumstances not attributable to Birchlake Landscaping, additional costs may apply. Such circumstances may include, but are not limited to:

- Lack of appropriate maintenance or aftercare
- Natural settlement of ground or structures
- Extreme weather conditions or environmental factors
- Third-party interference or subsequent works by others
- Misuse, accidental damage, or alterations made after completion



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Where a material, product, fixture, or manufactured component fails, any applicable manufacturer's warranty shall apply. Birchlake Landscaping will assist the Client, where reasonably possible, in liaising with suppliers or manufacturers, however responsibility for product performance remains with the manufacturer.

Planting establishment and living materials are inherently subject to seasonal variation, weather conditions, soil health, irrigation, and ongoing maintenance by the Client. Successful establishment therefore cannot be guaranteed but will be supported through appropriate advice provided at completion.

With suitable care and maintenance, the works are expected to perform for many years. Birchlake Landscaping will always act reasonably and in good faith to resolve genuine workmanship issues attributable to us.

### **11. Health & Safety**

The Company maintains control of the working site during construction. Clients and visitors must not enter active work areas without permission.

### **12. Photography**

The Company may photograph projects for portfolio and marketing purposes unless the Client requests otherwise in writing.

### **13. Governing Law**

These Terms & Conditions are governed by the laws of England and Wales.