

## Terms and Conditions

**February 2023**

Ian Kendrick Ltd (hereafter called the Company) agree to perform the work in a competent manner and according to good recognized practices and in compliance to the specification contained in any estimate or quote.

### **Garden Maintenance**

All garden maintenance contracts run for the duration of a season, which runs from March to December. All contracts and instructions are accepted on a first come first serve basis and will be booked in at the soonest date or according to site conditions.

Any change to these arrangements (including Termination of the Maintenance Contract) must be made in writing giving 2 months' notice.

If a postponement of a regular visit is required due to holidays etc, please give 2 days' notice. If an operative is turned away on the pre- agreed maintenance day, the normal charge will be levied.

### **Amendments to a pre-agreed contract**

Any changes to the contracts must be made in writing and signed and agreed by both parties.

### **Value added Tax**

Where applicable Value Added Tax (VAT) will be charged at the current rate. All income is declared 'H M Revenue and Customs'.

### **Tree Preservation and Conservation Areas.**

Any work that may encounter any of the above will be subject to obtain the necessary permission from the relevant authority. This will be done at the expense of the Company on the understanding we will be carrying out the works. We reserve the right to charge all costs for carrying out these checks if the work is then cancelled or done by another contractor. If permission to carry out the work on the quotation subject to a tree preservation order or in a conservation area is denied the Company cannot accept liability for this.

### **Private Covenants**

Investigation of private covenants and all other property rights which may be infringed by any works carried out by the Company shall be the responsibility of the owner or their agent and no liability shall attach to Ian Kendrick Ltd for a breach of such rights.

### **Underground Services**

Unless a plan showing the exact location of underground pipes, wires or cables has been forwarded to us by the owner of the land or their agent prior to the formation of the contract, the Company shall be under no liability for any loss or damage caused to pipes, wires or cables all consequential financial loss including but not limited to loss of profit or loss of use resulting from the work performed under the contract.

### **Power Lines, Telephone Cables, Utilities etc**

Any charge imposed by any utility Company or third party for the removal of utilities, power line or telephone cables is the responsibility of the land owner or their agent unless agreed in writing with the Company prior to work commencing.

### **Day(s) of Works**

It is preferred that you are present on the day(s) of works as if for any reason you are dissatisfied with the end

result it is not always possible to rectify this after the event.

**Dog fouling must be removed before work commences. We will not remove this.**

## **Site Access**

Access to the site on the day(s) of work must be clear of all vehicles and obstructions. A charge will be levied if the Company has to wait for the suitable access to start work unless agreed prior to the start of contract.

## **Working Hours**

Standard working hours are Monday to Thursday 8.00am to 4.30pm. Friday 8.00am to 3.30pm. Saturday 7.00am to 12.00pm. The Company offers an out of hour's service. An additional premium will be charged for this and is chargeable from the location the operative(s) is leaving to the location the operative(s) is returning. During normal working hours and regular maintenance work a small amount of time will be deducted from your time to allow for travel. The amount of time will depend on traffic and distance from the last job or yard. Jobs less than 2 hours will be subject to a minimum charge.

## **Expiry of the Quotation**

Two months after the submission of the original quotation we reserve the right to withdraw and re-price work unless otherwise agreed in writing on acceptance of instruction from owner or agent.

## **Hidden Obstruction**

Some work may be impeded by hidden obstructions. In the event of additional work being required the Company reserves the right to re quote accordingly

## **Hedge Cutting**

The Company will use hedge cutting equipment to trim hedges on their faces and tops. If the hedge requires a lowering of overall height this is a reduction and not a trim. A reduction in hedge height requires different equipment. We will only cut as far as we can from your land using step ladders and normal hedge cutting equipment.

## **Stump Grinding**

This involves the removal of the tree stump but does not include the removal of lateral roots or stump chippings unless specified and agreed by the Company prior to the acceptance of the contract by the owner or their agent.

## **Pruning Cuts**

It has been proven that the use of wound painting has no beneficial effect. Therefore, this will only be done at the owners or their agents request and an additional charged will be levied. All pruning is carried out to good practice. The Company cannot be held responsible if the plant does not respond to the works carried out.

## **Planting**

Trees, shrubs and plants are the total responsibility of the client once they are planted. No guarantee is implied or given by the Company.

## **Turfing and New Lawns**

It is the total responsibly of the client to look after and maintain their new lawn be it seed or turf once the site has been handed back to the client. No guarantee is implied or given by the Company.

## **Sowing**

The Company cannot be held responsible for poor germination subject to weather, neglect, drought or vandalism.

## **Chemical Spraying Fertilizer application**

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All work is carried out by registered operatives using suitable chemical and protective clothing. If the area has to be closed off after spraying the work will be done at an appropriate time to suit the owner or their agent. No guarantee can be given to the result of any chemical or fertilizer application.

## **Materials**

If a contract is stopped or changed after materials have been ordered the client or their agent are responsible for any charges incurred for their return (if possible) or any restocking charge from my suppliers.

## **Natural and Building Products**

The Company will only use good quality products and as per manufactures guidance. Please be aware the natural products are still alive and can be subject to movement once fixed. The Company cannot accept any liability for this.

## **Hard Landscaping**

With hard landscaping we will always ensure suitable foundations are put in. The Company will guarantee all hard landscaping for 12 months after the completion of the contract. The Company cannot be liable for any subsidence or movement due to soil conditions or weather.

## **Timber Buildings and Timber Structures.**

The Company will give a guarantee of 12 months on workmanship. No guarantee is given or implied on materials.

## **Electric Gates**

The Company cannot be held responsible for their operation/maintenance whilst we are carrying out maintenance within a property. The Company is happy to only have access codes but not remote-control units.

## **Insurance Cover**

All work carried out by the Company is covered by third party and public liability insurance to the value of £10,000,000 for damage to any person or property that may result from the implementation of the contract.

## **Weather**

We will work in all-weathers as long as it is safe. We will only stop work for lightning, snow, ice and very heavy rain. If you stop or send the crew away, you will be charged in full for the remaining time. If the Company calls the crews in you will be charged up to that point.

## **Non-Solicitation (Poaching) of employees**

Solicitation or poaching of Ian Kendrick Ltd employees is strictly forbidden at all times. If an offer of employment is made to an individual who is employed by Ian Kendrick Ltd and the individual concerned accepts any form of financial employment, a finder's fee of £50,000 per individual employed by you will be chargeable with immediate effect.

## **Physical/Verbal Abuse**

Physical and verbal abuse of employees, workers or contractors of Ian Kendrick Ltd will not be tolerated under any circumstances. All employees, workers and contractors are expected to treat all clients with respect, and they are entitled to expect this in return. The Company reserves the right to withdraw its personnel without notice should such incidents occur. In the case of physical abuse, the Police will be notified.

## **Cancellation/Postponement of Work (except Maintenance Contracts – see above)**

You must give 48 hours' (2 working days) notice of a cancellation otherwise you will be subject to our current charge. If you cancel the job after the operative(s) arrive you will be required to pay the invoice in full.

## **Payment**

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**All invoices must be paid by the 21st of the month after the date on the invoice.**

In the event of late payment of an invoice we will charge interest at a rate of 8% over The Bank of England base rate, and the Company reserves the right to make a charge of £40 per invoice to cover the costs of recovery. Invoices over £1000 will attract a charge of £70. Liability will commence on the 1st day of the following month. Title/ownership of goods delivered in fulfilment of the contract does not pass to you until invoice is paid in full.

Landscape and property projects will require a 50% deposit of cleared funds to be received into the bank account 14 days before work commences.

## **Payments by Third Parties**

We do not agree to accept any payments by a third party e.g. Insurance Co, Management Company, Landlord etc. unless expressly requested at the time of quotation. The liability & responsibility for payment for the work completed remains with the original client at all times, irrespective of any third-party involvement.

## **Property Managing Agents**

We are happy to work alongside Managing Agents etc. for clients. However, this must be agreed in advance by both parties prior to the contract being formally accepted by both parties.

Changes to the Managing Agent must be advised 1 month before the commencement date with the new Managing Agent. This ensures that all outstanding/current invoices are paid and a new payment system is in place prior to the transition. It is the client's responsibility to ensure that proper notice of the change is given to Ian Kendrick Ltd and suitable introductions made to the new agent.

The liability for the contract remains with the client at all times, irrespective of who the managing agents etc are.

We reserve the right to cancel the contract at the changeover of managing agents i.e., termination of the existing arrangements.

## **Complaints**

Any complaints made more than 7 days after the invoice has been issued will not be considered unless in exceptional circumstances. Complaints must be made in writing (whether by email or post) to Ian Kendrick Ltd.

## **Privacy Notice**

We do not share any of the data you provide to us with any other person or business except for the delivery of skips/materials etc. to your address to enable us to complete the work we are contracted to do. You will be advised in advance of the named contractor. The information we hold is only ever used in administering and providing our services to you. If you have any further questions, about the information Ian Kendrick Ltd holds or you wish to request access or changes to your data please contact us on 01189 724277 or via email at [office@iankendrickltd.co.uk](mailto:office@iankendrickltd.co.uk).

Our privacy notice is available on our website at [www.iankendrickltd.co.uk](http://www.iankendrickltd.co.uk)