



Landscaping Services Contract

**Prepared for [CLIENT]
by Taylor Landscape & Design Ltd.**

This Landscaping Services Contract (the "Agreement") states the terms and conditions that govern the contractual agreement between having its principal place of business at 17 Shelbourne Road, Stratford upon Avon, Warwickshire, CV37 9JR (the "Landscape"), and [CLIENT] (the "Client") who agrees to be bound by this Agreement.

WHEREAS, Taylor Landscape & Design Ltd. is engaged in the business of offering landscaping services; and
WHEREAS, the Client desires to retain the services of Taylor Landscape & Design Ltd. to render landscaping services conforming to the Client's chosen design and direction according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, Taylor Landscape & Design Ltd. and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. The Property

The location at which Taylor Landscape & Design Ltd. shall perform such services is located at [CLIENT ADDRESS] (the "Property"). The Client warrants and represents that the Client either owns the Property AND OR holds the authority to engage the Landscape for the Landscaping Services requested on the Property. If the property is rented written permission from property owner will be required prior to any works commencing.

2. Estimated Timing of Works

The Landscape shall perform the Landscaping Services described herein from the beginning of the project through until the end, but as no guarantees can be made with regards to prevailing weather conditions start dates or completion dates can only be estimated times.

3. Cooling Off Period

Either Party may terminate this Agreement for any reason by giving written notice to the other Party within 14 days.

4. Landscaping Services

The Landscaper agrees that it shall perform the landscaping services described on Estimated Works Sheet attached hereto (the "Landscaping Services").

5. Payment Schedule

The Client agrees to pay for the services set out on the Estimated Works Sheet in accordance with the Payment Schedule below:

Deposit:

Part Payments:

Materials:

Plant Hire:

Waste Removal:

Final Payment:

In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase. Any extra costs to be agreed in writing and payable by the Client in accordance with the Payment Schedule above.

It is also noted that until full payment has been received all materials and items supplied by the Landscaper in the construction of the project remain in his ownership. Should payment not be received on time and in full all such materials and items supplied remain the sole property of the Landscaper until full payment is made, unless already paid for in accordance with the Payment Schedule above.

6. Client Responsibilities

The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed and maintained:

- a. Accurately apprise the Landscaper as to the boundary lines of the Property to ensure there is no encroachment on any third party's property. Failure to comply or give false information will be the responsibility of the Client and under no circumstances will the Landscaper be responsible for correcting any errors.
- b. Accurately apprise the Landscaper as to any subsurface utility and service lines including (but not limited to) electrical, telephone, water, TV, gas lines and drainage systems. Any amendments required due to subsurface will be the responsibility of the Client including the removal replacement or damage to resulting from missing information, and any extra work involved will be chargeable to the Client at a reasonable rate explained at time of finding.
- c. Provide a clear and clean passageway for materials, tools, waste and personnel to safely and responsibly enter and leave the Property and, a space within 5 meters of the property (unless otherwise agreed) where skips required to remove waste can be sited.
- d. Safely secure any plant tools and materials left on Property whilst works are being completed.

- e. Provide water and safe electricity supply for the Landscaper's use towards completion of works without restrictions.
- f. The upkeep and maintenance of all completed works are the responsibility of the Client. The Landscaper must be made fully aware of any defect in works as soon as it is noticed and within a reasonable time. The Landscaper will not be responsible should defects arise from poor care after completion of any works. Reported defect will require proof of poor workmanship on the Landscaper's part.
- g. Where applicable, the Landscaper guarantees that grass seed, plants and turfs supplied have been tested and conforms to current EEC Regulations. It should be understood that a lawn cannot be made in one season and that several seasons are needed; careful cultivation, weeding and feeding are essential. No land is free from weeds and accumulated weed growth and dormant weed cannot be eradicated in a few cultivations. Therefore, when the Landscaper undertakes to cultivate land it does not accept responsibility for subsequent weed growth after completion; its upkeep will be the sole responsibility of the Client. Plants and turfs supplied by the Landscaper are sourced and supplied at high standards by independent nurseries and after they are planted it is the sole responsibility of the Client to maintain, feed and water; any defects prior to planting will be taken up with supplying nursery prior to planting by the Landscaper.
- h. Where applicable, all decking, fencing and other timber items must be regularly cleaned and treated after installation, no responsibility will be taken by the Landscaper for splits, green, dirty, or slippery deck boards, or timber items. The risk of injury to the Client family and guests should maintenance not be carried out is solely the responsibility of the Client.
- i. Where applicable, all patio and pointing, all walling, rendered surfaces painted surfaces must be regularly cleaned after installation no responsibility will be taken by the Landscaper for green, dirty, or slippery slabs, or walling, the risk of injury to Client, family and guests should maintenance not be carried out is solely the responsibility of the Client.
- j. Settlement due to new buildings and walling is normal and unavoidable. All settlement must be reported immediately, to be tracked and ensure safety; it is the responsibility of the Client to inform the Landscaper immediately should any arise, failure to do so and if the problem worsens it will be the responsibility of the Client and not the Landscaper.
- k. Any damage resulting from accidental or criminal action is not the responsibility of the Landscaper, but that of the Client's Insurer, it is not the Landscaper's responsibility to ensure you have insurance, but please be advised, to inform your insurance company of all works being completed for your own piece of mind.
- l. To pay all invoices on time and in full, adhering to the payment schedule agreed by both Client and the Landscaper.

7. Landscaper Responsibilities

In performing the Landscaping Services, the Landscaper shall be responsible for the following:

- a. Obtaining any permits required to perform the Landscaping Services. EXCEPT ANY PLANNING APPLICATIONS TO LOCAL AUTHORITIES

- b. Oversight of the materials to be purchased and delivered to perform the Landscaping Services.

Clean the Property and remove all debris after performing the Landscaping Services, via skip or other means chargeable to the Client. The Landscaper does not have a Waste Licence and no waste is removed in or by its vehicles, all waste removal is chargeable to the Client.

- c. Obtaining liability insurance in a minimum amount of £1,000,000 per occurrence for bodily injury, death, and property damage.
- d. Provide all materials fit for purpose and as described in estimation with exception for items covered by manufacturers warranties (these will be passed to the Client for registration), failure to register said items is not the responsibility of the Landscaper, but that of the Client alone.
- e. Install all items fit for purpose or as described in installation manual for any or all items supplied.

8. Promotion

The Client hereby authorizes the Landscaper to take photographs of the Client's property for the use of promoting the landscaping services of Taylor Landscape & Design Ltd. and grants Taylor Landscape & Design Ltd. the sole right to the intellectual property of any such photographs.

9. Indemnification

The Client agrees to indemnify, defend, and protect Taylor Landscape & Design Ltd. from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

10. No Modification Unless in Writing

No modification of this Agreement the design, plans or any other item shall be valid unless made in writing and agreed upon by both Parties

Company:

Client:

Estimation of works to complete project – Landscaping Services

Taylor Landscape & Design Ltd. Shall encompass the following:

Description of Landscaping Services