STANDARD TERMS AND CONDITIONS

We know that T&Cs are not the most interesting but please read carefully as they set out Fat Leaf's and your legal rights and obligations in relation to our services. By accepting the quotation and paying the deposit required, the client is deemed to accept all of the terms and conditions listed below.

SCOPE OF WORK

1. The work as detailed in the quotation shall be carried out to the standard a reasonable person can expect.
2. If there is any discrepancy between any specification and any drawing, the description contained in the specification shall prevail over the drawing.
3. If there is any discrepancy between any specification and any drawing, the description contained in the specification shall prevail over the drawing.
4. The client is to indicate the line of the boundaries, underground cables and pipes before work commences. Fat Leaf accepts no liability whatsoever for any losses or future disputes which the client may have with the owner(s) of neighbouring properties or other parties as a result of works it carries out on or within the boundaries, cables or pipes that the client has indicated to us.
5. The client is solely responsible for obtaining any planning permission required, including the preparation and submission to the local authority of any necessary applications. Fat Leaf takes no responsibility for loss or damages incurred as a result of failed planning permission or the client requiring planning permission in retrospect.

QUOTATION

6. All Fat Leaf quotations are valid for 30 days and may be subject to alteration after that date.
7. The quotation is a best estimate of price at the time of submission taking into account existing site conditions and layout at the time of viewing.
8. Acceptance of the quotation signifies acceptance of these terms and conditions of the contract and represents a binding contract between the parties. It should be noted that any subsequent cancellation by the client will involve the client being liable to a cancellation fee and any loss of expenses incurred as a result at the discretion of Fat Leaf up to a maximum of 50% of the total of the quotation.
9. Only the work described in the quotation is included. The supply of any other materials or labour costs to carry out such works other than stated within the quotation is excluded. Any alteration, modification or extras beyond the work specified in the quotation may be liable for an additional cost, which will be agreed by both parties prior to being undertaken.
10. No allowance is made in the quotation for any extra work required due to unknown, hidden or underground features.
11. Fat Leaf reserves the right to request the client to consider increasing the value of the contract should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond its control.

PAYMENTS

12. The client accepts that he/she will pay Fat Leaf the full contract sum (all costs incurred) together with any Value Added Tax properly chargeable upon the contract.
13. Standard payment terms (unless specified in the quotation) are:
    - 30% (initial payment) of the total estimate value is required 7 days before works commence,
    - 30% (second payment) after a third of the job completion
    - 30% (third payment) after two thirds of the job completion
    - 10% (final payment) upon completion.
14. On completion, the client will be required to sign off the works, and pay the final payment within 10 days. This completes Fat Leaf's obligation to the job. Any subsequent requests relating to the job will be considered a new quotation.
15. The client will pay any extra works, or costs due to unknown difficulties or changes, which are not within the estimate. Final parking charges and congestion charges will be added if applicable.
16. Unless otherwise stated, payments are due 10 days following receipt of invoice. If the invoice is not settled within 14 days, Fat Leaf reserves the right to charge daily interest at 2% until full payment is received.
17. Materials need to be purchased in advance and will form part of the deposit, payable one week in advance of the agreed start date. If this or any invoices, are not paid within ten days of being rendered, the client will be deemed to be in default and therefore in breach of contract. Fat Leaf will then be entitled to cease work and remove all materials remaining unused on the site and recover from the client his whole loss and expenses arising out of the said default by the client.
18. In the event it is necessary to institute legal recovery of the outstanding sum, the client will be liable to pay Fat Leaf's legal fees in full.
19. If the delivery date of goods is delayed by the customer, Fat Leaf reserves the right to charge the client the daily labour rate for all staff on site until the material arrives.
20. In the event that a change in materials from that already delivered on-site is required as a result from a subsequent client change of mind, the client will be solely responsible for payment of all additional costs.

CANCELLATION

21. Fat Leaf reserves the right to charge £50 in the event of the client rescheduling or cancelling the appointment on short notice (less than 24 hours prior to the job).
22. In the event that the client cancels the gardening service upon arrival of our Operative(s), we reserve the right to charge the full labour cost as quoted.

23. Fat leaf reserves the right to stop the working process or cancel the booking due to adverse weather conditions which are not allowing the Operative(s) to perform the required service.
24. Fat Leaf reserves the right to refuse, cease or stop the service process at any time if our Operative(s) are abused or threatened in any way.

THE SITE

25. The client commits to granting sufficient and reasonable access to the site throughout the period of execution of the contract.
26. Access to water and electricity services will be provided by the client at no additional cost to Fat Leaf.
27. It is the responsibility of the client to make parking arrangements, including contacting your district council to request a parking permit or parking bay suspension, if necessary. Any parking fees or fines, accrued during the time of the service provided, are to be paid by the client. Additional charges may include congestion charges.
28. Fat Leaf shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use. The client is responsible for all plant on site once Fat Leaf staff and subcontractors have left the site after a working day.
29. Fat Leaf undertakes to make all reasonable endeavours to complete the work within a reasonable timeframe or by a specific date if so agreed. However, unforeseen circumstances such as weather may hinder progress, and Fat Leaf undertakes to keep the client informed.

CONSTRUTUCTION & MATERIALS ON SITE

30. Fat Leaf always uses reputable high quality suppliers for the supply of materials. However, it is unable to guarantee their performance once it has left the site.
31. Any structural or appearance of finished features is at the discretion of the Fat Leaf, unless agreed in writing by the client or agent prior to the start of works. Where a written specification for the appearance of a feature is provided to Fat Leaf, it is the responsibility of the client or agent to request a small sample of this finished works prior to the start of that specific feature. If a particular variety (i.e. species or cultivar) is not available, a suitable substitute will be selected.
32. Natural products may show some colour and/or texture, spatial variations. Therefore Fat Leaf cannot guarantee supplied materials are exact representations of any samples provided.
33. Fat Leaf will research and take the advice of the supplier as to the best way to lay/build with the material and the best adhesives and seals to use. If there are any problems arising with the product and the supplier advice has been taken, Fat Leaf accepts no responsibility, except where it has been improperly installed by Fat Leaf.
34. Materials delivered to site and tools left on site become the responsibility of the client. The contractor accepts no responsibility for loss, damage or expense after delivery of materials to site for any reason. Delivered plants if not planted immediately will be stowed in an agreed location within the client's garden. At this stage responsibility for the loss or theft of these plants will rest with the client.
35. Fat Leaf 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).
36. Wood is a natural product, and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions 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. Fat Leaf cannot be held responsible for the above taking place.
37. In extreme changes of weather conditions, certain plants and materials such as terracotta, natural stone and other paving can be affected, suffering damage if not protected. The client should take the necessary precautions to prevent damage as this is out of Fat Leaf's control.

GENERAL

38. Fat Leaf will agree a date and time with you for the works to commence and we shall use our best endeavours to ensure the Operative(s) attend on the time and date. However we accept no liability in respect of non-attendance or late attendance of the Operative(s) or for the late or non-delivery of goods.
39. Any date or dates included in our estimate or quotation are estimated dates and Fat Leaf shall not be in breach of this agreement for failing to start or finish by any date given.
40. We shall not be liable for and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result to the works carried out, nor shall we be liable for any loss of nature which is not caused by our negligence or our breach of the terms of the agreement between us.
41. This contract shall be regarded as an English contract and shall be construed and the rights of parties according to the laws of England and Wales. Irrespective of the place of signing this contract, it is deemed to have been made at the contractor's address and all legal matters arising from this contract will be handled within the area of the contractor's choice.
42. Any accidental or malicious damage caused by the client or any third party during the course of the construction or maintenance may incur an additional repair charge.
43. Fat Leaf reserves the right to use any photographs of the work for any future publications or displays whilst ensuring the anonymity of the client.
44. Fat Leaf Limited company number is 79072364
45. Fat Leaf Limited has public liability insurance.