

Terms and Conditions

1. Quotation

1. This quotation price is valid for thirty days from the date shown on the quotation and thereafter, expires automatically. If you wish to proceed with this quotation, you must let us know before the 30 day period expires.

2. All prices and quotations are open to reasonable negotiation.

3. The quotation is based on all known conditions disclosed by the Client at the time of viewing.

4. The Contractor reserves the right to increase quotation prices with prior notice to the Client. This will only relate to factors outside Hand Crafted Construction & Landscapes control. Examples of this include, raw materials increase, minimum wage increase and fuel price increase.

5. The Client will pay any costs related to extra works, or costs due to unexpected difficulties or changes, which as a result were not explained at the time of viewing and have therefore not been noted within the quotation.

6. Special conditions such as neighbor disputes or access issues will be noted in the quotation once Hand Crafted Construction & Landscapes has been informed by the Client.

7. It is the responsibility of the Client to ensure that we are made aware of any bylaws/conditions/permissions that may be involved. It is assumed by the Contractor that all planning laws or regulations have been applied before any work is to begin.

8. The Contractor and their staff accept no responsibility for any work carried out on land that is not owned by the Client.

2. Extent of Work

1. The Contractor will carry out and complete the work described in the quotation in a professional manner. They shall have no obligation to execute any further work unless agreed in writing between all parties involved within the contract.

3. Nature of Work

1. The work or service is as described to the Client in the form of a formal quotation. This will always include measurements, quantities and descriptions of the materials to be used and the work to be carried out.

2. Any work or the delivery of materials will not take place until the Client signs and returns a Hand Crafted Construction & Landscapes Contract. This will then act as a legally binding document between the Client and Hand Crafted Construction & Landscapes.

3. The Client is responsible for obtaining any necessary planning permission for the works to be carried out and to obtain for any statutory permissions/licenses, unless otherwise agreed.

4. The Site

4,1 The Client guarantees that the site is free from flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes, and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to the Contractor prior to the submission date of the quotation. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

2. An appropriate time and proper access to the site should be made available to the Contractor by the Client to ensure that the work is to be carried out in an efficient manner.

3. The Client has the responsibility to ensure the safety of their children, family members, pets, and visitors at all times whilst all work is being carried out on their property.

4. The Client has a duty to provide the Contractor and their team access to water, electricity and toilet facilities wherever possible to carry out the work agreed. These services and facilities shall be at the sole cost of the Client.

5. The Contractor is free from any liabilities (structural or accidental) when using machinery, except for accidents caused by improper use.

6. The Client will be responsible for the removal/disposal of any pet waste before the commencement of work.

7. The Client will be expected to move any garden furniture, play equipment, plant pots etc. prior to the work commencing.

5. Materials

1. Once the materials have been delivered to the site, they become the responsibility of the Client and the Contractor accepts no loss, damage or expense upon delivery for any reason.

2. All materials which prove to be in excess to the Contractor's requirements, shall remain the Contractor's property and shall be removed by the Contractor who will have the right to enter the site for that sole purpose.

3. The Contractor is not liable for the any loss or theft of materials from the site. Additional materials required from damage, loss, or theft, shall be at the Client's expense,

6. Payment

1. All accounts or invoice bills are payable upon the day of works completion unless stated otherwise.

7. How to pay Hand Crafted Construction & Landscapes

1. Payments can be made to Hand Crafted Construction & Landscapes by Cash or Bank Transfer. Whichever payment method is used, a receipt will always be issued.

8. Deposits

1. An initial deposit will be required to secure a booking and guarantee a work date in the Contractor's diary. This amount will scale and is dependent on the overall cost of the work. The Contractor is unable to reserve work dates without a deposit.

2. A mobilisation fee is then required 14 days – 8 days of the project commencing to pay for the materials needed for the work. Like the deposit, the mobilisation fee amount will be discussed beforehand and be in line with the overall cost of the work.

3. A deposit of more than 50% may be requested if the materials chosen for the project exceeds 50% of the entire job.

4. Advance deposits/payments may be required for third party workers/sub-contractors. Examples include electricians, plumbers, carpenters etc.

9. Who does What?

1. Only the duty of works described in the quotation, will be carried out by the Contractor.

2. All work will be carried out by Hand Crafted Construction & Landscape's experienced staff and/or sub contractors.

3. Hand Crafted Construction & Landscapes will require access to the site during normal working hours. These hours include 8am until 5pm Monday to Friday. Storage space for materials and equipment/machinery is also required, therefore, the Client shall provide the Contractor the access to the site and storage during the period of the contract.

4. Any addition or alterations to the already agreed work schedule will be properly treated as modifications and subject to written quotations.

10. Projects Exceeding A One Week Period

1. Stage Payments will need to be made by the Client for works completed/materials on- site. Stage payments will be made at weekly intervals or at intervals agreed by Hand Crafted Construction & Landscapes and the client.
2. The final payment will need to be made on the day of the completion of works, unless otherwise agreed. Late payments will be subject to late payment fees being added to the final payment amount.

11. Soft Landscaping – Living Materials

1. The Contractor cannot accept the responsibility of the maintenance and well-being of living plant material. This includes shrubs, hedges, trees, plants, hanging baskets and turf etc. following their delivery or completion. If there is a concern by the client this must be discussed prior to work commencing so that provisions or arrangements can be made/discussed.

2. The responsibility of regular attention, care and watering of all living materials (hedges, shrubs, trees, plants, hanging baskets, turf, newly planted trees), falls on the Client upon completion of a soft landscaping project.

3. All living matter materials (hedges, shrubs, trees, plants, hanging baskets, turf, newly planted trees) purchased and delivered to the Client's site, cannot be refunded or exchanged.

12. Accidental/Weather Damage to Completed Projects

1. After thorough completion of the quoted work, Hand Crafted Construction & Landscapes is unable to accept responsibility for any damage to completed projects. This includes damage from winds, rains, droughts, snow and frost to any raw material including plants. This also applies to the freeze-thaw action occurring in the cement work of brickwork, paving and patios.
2. Accidental damage to materials or the completed project caused by the Client, the Client's family/friends or a third party with no connection to the Contractor, will under no circumstances be covered by Hand Crafted Construction & Landscapes. The responsibility of these damages will be at the Client's expense.
3. Should the event occur that a member of Hand Crafted Construction & Landscapes accidentally breaks or damages the Clients' property or materials, we will promptly replace the item or fix the problem.

13. Delays or Disruption

1. The Contractor aims to complete all agreed work within a reasonable time or by a specified date agreed by all parties involved.
2. The Contractor accepts no responsibility of delays or failure to meet completion date due to factors beyond their control. This includes adverse weather conditions, force majeure etc.
3. Adverse weather conditions may be highly likely to cause delays in the commencement or completion of works. Such weather conditions include extreme heat, excessive rain, snow, frost/ice, drought and wind. The Contractor will always inform the Client at the earliest time if any delays should occur.
4. Staff illnesses or death of family members may be another unavoidable factor that will delay the commencement or completion of a project. Again, if a member of the team is to appear ill or is unable to attend work due to unforeseen family circumstances, the Contractor has the duty to inform the Client as early as possible as to whether the scheduled works will be affected.
5. Delays caused by other companies working on site that have not been employed or contracted by Hand Crafted Construction & Landscapes at the time of agreed schedule, will result in further charges to the Client. This will be to cover the Contractor's business losses/costs.

14. Photographs and Videos

1. Up and Down Landscaping and Property Services are proud of the work we carry out. Therefore, we photograph and video log all of our projects, no matter how big or small. We document all progress of the project, from before to after.

2. All our photographs and videos may be used on our website and social media pages, Facebook and Instagram. Our images and videos are used to advertise our business and our work, and all images and videos are the property of Hand Crafted Construction & Landscapes.

3. Hand Crafted Construction & Landscapes reserves the right to publish photographs and videos of work carried out on our business website:
www.handcrafted-construction.co.uk

15. Additional Work

1. Any work that is not included in the original formal quotation, which is later requested by the Client, will be treated as additional works. The Contractor will always try to complete any additional work requested at the same time as the ongoing project. If this cannot be achieved, then a separate date will be agreed and scheduled.

2. Hand Crafted Construction & Landscapes will provide detailed costs for the additional work for the consideration of the Client. This will be in the form of a formal quotation and will include a detailed list of materials, costs and description of work to be carried out. Once the work and cost has been agreed upon by both Client and Contractor in writing and relevant deposit/s have been received, the additional work may commence.

16. Machinery, Equipment and Fuel

1. Unless otherwise specified by the Client, the Contractor will provide the required machinery, tools, and equipment needed to carry out the works detailed in the quotation/contract.

17. Cancellation of Contract

1. Should the Client wish to cancel the works scheduled, a notice period of fourteen clear days (inclusive) from the date the formal quotation was signed is required.

2. Any unrecoverable costs made for materials during that period will be charged in full to the Client, in respect of commitments,

3. For cancellations that have not provided the Contractor the fourteen days notice period from the date the quotation was signed any materials that have been purchased on behalf of the Client, or any other unrecoverable costs made (eg. machine hire, waste disposal etc), will be charged to the Client. The Contractor will also keep any deposits paid in order to cover their losses.

4. Should the Client wish to cancel their scheduled works; the notice of cancellation must be made to the Contractor as soon as possible, preferably by telephone: 07471819987. However, an email can also be sent to: merriman5144@gmail.com.

Important Information

Hand Crafted Construction & Landscapes is unable to accept any responsibility for any damages or cost involved to any underground hazards, obstructions or services which has not been made known to the Contractor in writing or has not been evident upon the initial visual inspection.

The Contractor is not able to accept responsibility for any of the Clients' electrical appliances that may be unplugged or switched off, for the purpose of using the Client's power source or for safety reasons during the scheduled working day.

It is the full responsibility of the Client to ensure that any electrical equipment eg. refrigerators, freezers, lights, ovens, cookers etc. are all plugged back into their sockets and switched on during or at the end of any working day, or during the works contract.

If neighbor disputes prevent or pose a delay in the Contractor from carrying out their agreed scheduled works, the Client will be charged for Hand Crafted Construction & Landscapes' lost time. This may also require the Contractor retaining part or all of the Client's mobilization fee to cover the business costs. Therefore, the Client has a responsibility to notify the Contractor of any issues which may occur.

Public Liability Insurance

Hand Crafted Construction & Landscapes has full public liability insurance. If you would like to view our public liability insurance, please ask us.