



JMGS Project Terms & Conditions

These are our standard terms and conditions and apply to any project work undertaken (unless expressly modified or excluded in writing by J Morris Garden Services). Should you go ahead with any additional work then other T&Cs relating to the job may apply.

J Morris Garden Services is a busy, carefully managed garden maintenance service that runs throughout the year. We offer weekly, 2-weekly or 4-weekly maintenance visits or one-off projects, on a yearly basis. All work undertaken will be discussed and agreed prior to the start date and all work will be completed by J Morris Garden Services unless otherwise agreed. The price for work includes all labour, tools and fuel costs.

Clients shall provide access to the site for our scheduled visit during our working hours (typically 8:00am-17:00pm) and agree to remove any dog or cat waste, hazardous or general litter from the areas in which we will be working prior to our visit.

Cancellation Period

The notice period for cancellation of project work is **14 days** before the date your work is due to start. Notice of cancellation must be made as soon as possible, initially by telephone (07901 947704) or email (info@jmorrisgardenservices.co.uk).

For cancellations that do not give J Morris Garden Services **14 days** before the project start date you may be charged up to 50% of the agreed fee. You may also be liable for any unrecoverable costs for materials or other commitments made, e.g. machine hire contracts. J Morris Garden Services may also retain any deposits paid to cover its losses.

J Morris Garden Services reserves the right to refuse or withdraw our services at any time during the term of your agreement.

Payment Terms

Payment terms are 14 days from the date of the visit (unless agreed otherwise). Acceptable payment methods are cheque, bank transfer or cash. J Morris Garden Services understands and will exercise its statutory right to claim interest and compensation for debt recovery under the late payment legislation if we are not paid according to agreed credit terms.

For larger projects we ask for a deposit payment (often 50%) the week before work commences. The remaining balance is payable upon the day of completion of your project.

Waste Removal

The term 'waste removal' refers only to waste produced by J Morris Garden Services. Where possible we encourage customers to have compost areas, use their green bins or take waste to the local recycling centre. We're happy to remove up to 2 bags of waste per maintenance visit, although we do try to use green and compost bins where possible. Any further waste will incur an additional charge.

For larger projects we often utilise a skip onsite, the cost of which will be included in your estimate.

J Morris Garden Services are registered waste carriers (Ref: CBDU240999). If customers wish to use this service, please be aware that it will incur an additional charge.

The Estimate

The estimate is based on conditions known and divulged by the client at the time of viewing and is valid for a period of 30 days from the date shown.

The client will pay any costs related to extra works, or costs due to unknown difficulties or changes, which were not explained at the time of viewing and have therefore not been noted in the estimate. J Morris Garden Services reserves the right to increase estimate prices with prior notification to the client. This will only relate to factors outside J Morris Garden Services' control, leading to price increase, such as material price increases, fuel price increases or minimum wage rate increases.

J Morris Garden Services and its staff accept no responsibility for works that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws or regulations have been applied for before commencement of any works.

The Site

The client warrants that the site is free from springs, flooding, rocks, 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 J Morris Garden Services prior to the submission date of the estimate. J Morris Garden Services shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

Clients shall provide access to the site for our scheduled work as well as access to water, electricity and toilet facilities wherever possible, for use by J Morris Garden Services when carrying out the work agreed. The client shall also provide dry storage space for materials where possible. The client shall be responsible for ensuring the safety of their children, family members, pets, animals and visitors at all times whilst work is being carried out on their premises.

Materials

Materials delivered to site become the responsibility of the client and J Morris Garden Services accepts no liability for loss, damage or theft after delivery of the materials to site for any reason. All materials brought to site which prove to be in excess to requirements shall remain the property of and shall be removable by J Morris Garden Services, who shall have the right to enter the site for that purpose. Additional materials required following damage, loss or theft shall be at the client's expense.

Customer Care Policy

J Morris Garden Services are proud of the value, quality and dependability of the services we provide. If you are not fully satisfied with any part of our service, then please inform us in writing. We treat our clients' concerns and comments as constructive and positive feedback and can only improve on our services if we are informed of any areas that need to be worked on.

Delays or Disruption

Severe weather conditions may cause a delay to visits. This will not affect the agreed price and if this happens we will make every effort to rearrange our visit at a convenient time. We will also make every effort to complete work within a reasonable time or by a specified date, if agreed.

Under no circumstance shall J Morris Garden Services incur any liability to the client for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond its reasonable control. Project work may also be affected if a member of our team is off work due to circumstances which are beyond their control (illness or death of a family member). You will be informed as soon as possible, and we will make every effort to complete works in a timely manner. Delays caused by other companies on site may cause work to be rescheduled and charges may be made in certain circumstances if our works are affected.

Additional Work

Work that is not included within the original estimate and that is later requested by the client will be treated as additional works. J Morris Garden Services will always try to carry out any additional work you request at the same time as an ongoing project, however we shall have no obligation to execute

any further work unless agreed in writing. Sometimes, especially when we are very busy, this may not be possible. In this instance a separate work date will need to be agreed.

Machinery, Tools and Fuel

Unless clearly specified by the client, J Morris Garden Services will provide machinery, tools and fuel to undertake works that are detailed in the estimate.

Accidental Damage

J Morris Garden Services is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to us in writing or apparent on visual inspection. J Morris Garden Services shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use. In the case of accidental damage to a client's property which we accept is our fault and could have been avoided, we will, of course, make every effort to replace/fix the item in question.

After Project Completion

J Morris Garden Services is not able to accept responsibility for any damage to hard or soft landscaping after completion of the project, for example: through the elements, including drought, winds, rain and frost to any material(s), including plants. Accidental damage caused by the client, client's family/friends or via a third-party who has no connection to J Morris Garden Services to materials or completed projects will not be covered by J Morris Garden Services in any circumstances.

Great care is taken to remove all weeds/roots from the site when being prepared, J Morris Garden Services cannot accept responsibility for subsequent weed growth on completion of the project.

Soft Landscaping

J Morris Garden Services will ensure that all plants and turf are of suitable quality and are given the correct treatment to ensure establishment. If required, J Morris Garden Services will also provide instructions to assist with the maintenance of any living material supplied. Upon project completion all responsibility for ongoing maintenance of living material transfers to the client. It is the clients' responsibility to water/feed turf, plants, newly planted shrubs/trees after a project has been completed.

Please be aware that all new plants will require regular attention until established.

J Morris Garden Services is not liable for any damage or deterioration to living material unless arising from a breach of contract on the part of J Morris Garden Services, or failure to discharge our statutory obligations.

Any plants or materials purchased or delivered to site may not be able to be exchanged or returned.

Photography/Videos

J Morris Garden Services occasionally photographs landscaping and garden maintenance work before and after. These photographs may be used on our website. Photographs are used to advertise our business and our work. J Morris Garden Services reserves the right to publish photographs / videos of our work on our business website www.jmorrisgardenservices.co.uk. If you would prefer we did not use photographs of your garden please inform us in writing as soon as possible.

Public Liability Insurance

J Morris Garden Services has full public liability insurance. If you would like to view it, please ask.