

# Terms and Conditions

## **1.0 DEFINITIONS**

- 1.1 "Client" means the individual or organisation to whom the Quotation is addressed.
- 1.2 "Contractor" means Thomas Crummy trading as Thomas J Crummy Landscaping and Thomas J Crummy Sportsturf Management.
- 1.3 "Contract" means the contract between the Contractor and the Client comprising the Quotation and these Terms and Conditions.
- 1.4 "Contract Price" means the price for the Landscape Works specified in the Quotation together with such additions as may be provided for by these Terms and Conditions
- 1.5 "Landscape Works" means the provision of the landscaping services to be provided by the Contractor and described in the Quotation.
- 1.6 "Materials" means plants and other goods and articles agreed to be supplied by the Contractor as part of the Landscape Works.
- 1.7 "Site" means the site where the Services will be performed.
- 1.8 "Terms and Conditions" means the terms and conditions set out herein.
- 1.9 "Quotation" means the Contractor's written quotation for the Landscape Works, the specification and plans (where applicable) referred to in the Quotation and any other document referred to in the Quotation.

## **2.0 CONDITIONS**

- 2.1 Nothing in these Terms and Conditions shall affect the Client's statutory rights.
- 2.2 No variation to this Contract shall be binding on the parties unless made in writing and signed by both parties.

## **3.0 PRICE AND PAYMENT**

- 3.1 The Client agrees to pay the Contractor the Contract Price together with any VAT properly chargeable upon the Contract Price.
- 3.2 Unless otherwise stated in the Quotation or agreed between the parties, the Contractor shall invoice the Client for the Contract Price (plus VAT where applicable) via stage payment 60% in advance, followed by 20% and 10% during the project and the remaining 10% upon completion of the work, all invoices shall be payable immediately upon receipt.
- 3.3 The Contractor reserves its right to charge interest of the rate of 1% per annum above the base rate of the Bank of Ireland on all outstanding sums from the due date until payment.
- 3.4 The Quotation shall be open for acceptance for thirty (30) days or for such other period specified in the Quotation. If after acceptance of the Quotation by the Client the cost to the Contractor of carrying out the Contract work is increased by reason of increases in the cost of materials, labour or any factor outside the control of the Contractor, the Contractor shall notify the Client of the price increase before undertaking any work. The Quotation does not include excavation into subterranean rock unless specified.
- 3.5 If any invoice is not paid within SEVEN days the Client will be deemed to be in default and therefore in breach of this Contract. The Contractor will then be entitled to cease work and remove all materials remaining unused on the Site and recover from the Client all loss and expense arising there from.

## **4.0 WORKS**

- 4.1 The Contractor will remove excess materials from the Site upon completion of the Landscape Works.
- 4.2 The Contractor will be responsible for the safe storage and positioning of equipment and materials on the Site at all times.
- 4.3 The Contractor will take all reasonable steps to minimise environmental disturbance, nuisance and pollution.
- 4.4 The Contractor will carry out and complete the Landscape Works in a good and workmanlike manner but shall have no obligation to execute any further work, unless otherwise agreed in writing between the parties.
- 4.5 The Contractor will carry out a Site Risk Assessment and will ensure that all applicable health and safety regulations are met. The Contractor will make arrangements for staff welfare facilities unless otherwise agreed with the Client.
- 4.6 Unless otherwise agreed, all Materials will be delivered to the Site by the Contractor. Delivery of goods to be supplied by the Client is the responsibility of the Client.
- 4.7 Materials delivered to the Site become the responsibility of the Client. The Contractor accepts no responsibility for loss damage or expense after delivery of Materials to the Site for any reason.
- 4.8 TITLE TO THE MATERIALS ONLY PASSES TO THE CLIENT WHEN PAYMENT IS MADE FOR THEM IN FULL.
- 4.9 Any Materials brought to, or removed from the Site, excess to the Contractor's requirements remain the property of and removable by the Contractor who shall have the right to enter the Site for that purpose.
- 4.10 The Client shall notify the Contractor of any known hazards or obstructions on the Site prior to submission of a Quotation. The Contractor will promptly notify the Client of the discovery of any obstructions or hazards during the course of the work and advise on the implications of the discovery of such obstructions or hazards, if any.
- 4.11 The Client must provide mains electricity and water on the Site. The cost of providing electricity and water will be borne by the Client.
- 4.12 The Client will allow the Contractor access to the Site within the agreed working hours and throughout the agreed time period.

## **5.0 PLANNING PERMISSION**

5.1 The Client is responsible for obtaining any necessary planning permission or other consents for the implementation of the Landscape Works from the relevant authorities and for ensuring that the implementation of the Landscape Works complies with all applicable laws.

## **6.0 DURATION OF WORK**

6.1 The Contractor will provide the Client with an estimate of the likely duration of the work. Any dates or time scales given are approximate only.

6.2 Notwithstanding any other term of this Contract, the Contractor shall not be liable for any delay in delivery of the Goods or performance of the Services and time shall not be of the essence of this Contract.

## **7.0 PLANTING MATERIAL**

7.1 The Client shall be responsible for the maintenance of all living material following completion of the work.

7.2 If specific plant material is unavailable the Contractor will notify the Client and offer the Client a suitable alternative.

7.3 The client is responsible for watering plants & turf, maintaining weed-free and adjusting plant supports as required such as tree-ties which should be adjusted to allow unrestricted development of the tree trunk. Ties can usually be removed after a period of 36 months in normal circumstances, which is responsibility of the client.

7.4 Correct irrigation of all plants, trees and hedges is the responsibility of the client once they are planted.

## **8.0 COMPLAINTS**

8.1 The Contractor will follow a complaints procedure. A copy of this procedure can be obtained from the Contractor.

## **9.0 INTELLECTUAL PROPERTY**

9.1 All original designs, drawings, specifications, photographs and any other written material produced by the Contractor during performance of the Contract shall remain the property of the Contractor.

## **10.0 FORCE MAJEURE**

10.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials, adverse weather conditions or adverse or difficult site conditions.

## **11.0 GOVERNING LAW AND JURISDICTION**

11.1 This Contract is governed by the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

## **12.0 ACCEPTANCE**

12.1 Acceptance of the Quotation shall be deemed to be acceptance of these Terms and Conditions.

## **13.0 LIABILITY**

13.1 Except in the case of death or personal injury caused by the Contractor's negligence, the entire liability of the Contractor under or connection with this Contract shall not exceed the Contract Price.

13.2 The Contractor shall not be liable for loss or damage (including structural or accidental) caused by use of machinery, except that caused by its improper use.

13.3 All care will be taken but no responsibility accepted for damage caused to but not limited to overhead lines, underground pipes, water mains etc., concrete driveways or pathways e.g., by machinery.

13.4 The Client warrants the Site is free of underground obstructions including pipes, cables, stumps, sewage drains and waste materials. Where obstructions are found underground the Contractor shall be entitled to charge for additional work necessary and properly executed by the Contractor to complete the Landscape Works.

13.5 The Contractor has no responsibility, or liability for structural considerations, appearance of finish features, or overall management of works where an outside party has provided advice, drawings, or supervision, unless agreed in writing.

13.6 Notwithstanding anything else contained in this Contract the Contractor shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.

## **14.0 SEVERANCE**

14.1 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.

## **15.0 ENTIRE AGREEMENT**

15.1 This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreements. In the event of a conflict between these Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.

## **16.0 WAIVER**

16.1 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.