



Landscaping and Garden Maintenance

Terms & Conditions

These terms and conditions shall apply to and are incorporated in any quotation and shall be deemed to apply unless expressly modified or excluded in writing by Willbee Services (hereby known as the Contractor). These terms and conditions have been written to produce a transparent transaction, bound by a contract, to protect both parties.

1. Quote

1.1 The quoted price is valid for thirty days from the date shown on the quote and thereafter lapses automatically. If you wish to proceed with your landscaping job you must let us know before the 30 day period expires.

1.2 The quote is based on conditions known and divulged by the client at the time of viewing.

1.3 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 that have therefore not been included within the quote.

1.4 The contractor reserves the right to increase quoted prices with prior notification to the client. This will only relate to factors outside Willbee Services control, leading to a price increase. Examples are – Raw materials increase, fuel price increase etc.

1.5 Any special conditions, of which Willbee Services has been informed will be noted in the quote i.e. access issues or neighbour disputes.

1.6 It is the responsibility of the client to ensure we are made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.

1.7 The contractor and their 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 before the commencement of any works.

2. Scope of work

2.1 The Contractor shall carry out and complete the landscape work/maintenance work outlined in the quote document in a professional manner. They shall have no obligation to execute any further work unless agreed in writing between the parties of the contract.

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Registered Office: Malt House, Shipton Road, Milton-under-Wychwood, Chipping Norton,
Oxfordshire OX7 6JT

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3. Landscaping work

3.1 The landscaping work or service is as described to the client in the form of a formal quote.

3.2 Landscaping work or provision of materials will not take place until the client accepts a Willbee Services Quote. This will then act as a legally binding document between the client and Willbee Services.

3.3 The client is responsible for obtaining any necessary planning permission for the works and for the fulfilling of statutory requirements.

4. The site

4.1 The client warrants that the site is free from springs, 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 quote. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

4.2 Timely possession of the site and proper and adequate access to it must be made available by the Client to the Contractor to enable the work to be carried out in a regular and economic manner.

4.3 The Client will provide access to water, electricity, and toilet facilities wherever possible for use by the Contractor in carrying out the work agreed. The provisions of these services and facilities shall be at the sole cost of the client.

4.4 The client shall be responsible for ensuring the safety of their children, family members, employees, pets, animals, and visitors at all times whilst work is being carried out on their premises.

4.5 The Contractor shall be free from any liabilities, structural or accidental, when using machinery, except for accidents caused by improper use.

4.6 The client will remove and dispose of any pet waste before work begins.

4.7 The client will move any garden furniture/children's play equipment/ garden plant pots prior to work commencing unless otherwise agreed.

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5. Quotes/prices

5.1 Hard/soft landscaping/garden maintenance prices/quotes are not open to negotiation once accepted by the Client.

6. Materials

6.1 Materials delivered to the site become the responsibility of the Client and the Contractor accepts no loss, damage or expense after delivery of the materials to site for any reason.

6.2 All materials brought to the site which prove to be in excess to the Contractor's requirements shall remain the property of and shall be removable by the Contractor who shall have the right to enter the site for that purpose.

6.3 The Contractor shall not be liable for any loss or theft of materials from the site. Any additional materials required following damage, loss, or theft shall be at the Client's expense.

7. Payment

7.1 All accounts/invoices/bills are payable by the due date. The Contractor reserves the right to apply a 5% surcharge on invoices not paid on time. Also, invoices not paid within 60 days of their due date shall incur interest at a rate of 10% per annum until paid.

7.2 Garden Maintenance contracts should always be paid in full by the invoice due date or the same terms as outlined in point 7.1 may apply.

8. How to pay

8.1 Payments should be made to Willbee Services by Bank Transfer unless otherwise agreed.

9. Payment plan- Landscape Projects

9.1 A 30% deposit will be required 6 weeks prior to commencement of work unless otherwise agreed.

9.2 A further 30% payment is to be agreed and paid mid project

9.3 The remaining 40% balance is payable on completion of your landscaping project as per the terms of your final invoice i.e. 10 days from the invoice date.

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10. Payment plan- Garden Maintenance

10.1 Invoices will be sent monthly unless otherwise agreed and are payable by the due date stated on the invoice i.e.10 days from the invoice date. If payment is not made by the due date clause 7.2 may apply.

11. Work

11.1 Only landscaping work detailed in the accepted quote will be carried out by the Contractor.

11.2 The quote is a description of discussions and plans that have been agreed by the client and Willbee Services.

11.3 All work will be carried out by Willbee Services staff and/or approved contractors.

11.4 The client shall provide access to the site during Willbee Services normal working hours (8 am until 4.30 pm) and storage space for materials and machinery during the contract progress.

11.5 Any addition and/or alterations to the already agreed schedule shall be properly treated as variations and subject to written quotes.

13. Soft Landscaping

13.1 The contractor is not able to accept responsibility for the well-being and maintenance of living plant material, including turf, shrubs, trees, plants, or hanging baskets following delivery/practical substantial completion.

13.2 It is the clients' responsibility to water/feed turf, plants, trees, hanging baskets, newly planted shrubs/trees after a landscaping project has been completed. Upon practical substantial completion, the responsibility for the care and watering of all living matter is handed over to the client and will require regular attention until established.

13.3 Any plants, hanging baskets, shrubs, trees purchased, or delivered to the site cannot be exchanged or returned.

14. Accidental/weather damage to completed hard or soft landscaping

14.1 After practical substantial completion, Willbee Services is not able to accept responsibility for any damage to hard or soft landscaping for example: Through the elements, including drought, winds, rain, and frost to any material(s) including plants. This includes freeze-thaw action occurring in the cement work of brickwork, patios, and paving.

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14.2 Accidental damage caused by the client, client's family/friends, or via a third-party who has no connection to Willbee Services, to materials or completed projects will not be covered by Willbee Services in any circumstances.

14.4 If Willbee Services accidentally breaks/damages your property or materials we will replace the item/s or fix the problem.

15. Delays or disruption

15.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall the Contractor incur any liability to the Client for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond his reasonable control.

15.2 Weather conditions, including snow, hard frost, extreme rain, excessive heat, drought may cause the delay of a start or completion date of a contract. We will always inform you at the earliest, most convenient time of any such expected delays.

15.3 Staff illness/death of family members may cause unavoidable delays to landscaping projects. If a member of our team has an illness or is off work due to an extenuating circumstance that is beyond their control and this is going to affect a start or end date of a project you will be informed as soon as possible. We will always endeavour to start and complete landscaping jobs on time.

15.4 Delays caused by companies working on-site that have not been contracted/employed by Willbee Services may result in charges to the client to recover business losses/costs.

15.5 Willbee Services will always inform you as soon as it is practically possible if we need to alter your landscaping start or completion date for any reason.

16. Photographs

16.1 Willbee Services likes to photograph our landscaping and garden maintenance work before & after. These photographs may be used on our website/Facebook business page. Photographs are used to advertise our business and our work. We would always ask the Client's permission before taking photographs for these purposes.

17. Additional work

17.1 Work that is not included within the original quote and that is later requested by the client, or client representative will be treated as additional works. The contractor will always try to carry out any additional work you request at the same time as an ongoing project, however, sometimes, especially at busy times this may not be possible. In this instance, a separate work date will need to be agreed upon.

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17.2 Willbee Services will provide detailed costs of additional work for the client's consideration in the form of a quote. Once costs have been agreed and the quote accepted Willbee Services will be happy to undertake the extra landscaping work requested.

18. Machinery, tools, and fuel

18.1 Unless clearly specified by the Client, the Contractor will provide machinery, tools, and fuel to undertake works that are detailed in the quote/work schedule/garden maintenance contract.

19. Cancellation of contract

19.1 The notice period for cancellation of work is fourteen clear days (inclusive) from the date your quote was accepted. Thirty clear days is required for Garden Maintenance contracts.

19.2 Any unrecoverable costs incurred in respect of commitments made for materials during that period will be charged in full to the client.

19.3 For cancellations that do not give the Contractor fourteen clear days (inclusive) notice from the date the quote was accepted, 50% of all agreed fee rates will be charged unless otherwise agreed. In addition, any materials that have been purchased on behalf of the client or any other unrecoverable costs in respect of commitments made during that period e.g. machine hire contracts will be charged to the client. The Contractor will also retain any deposits paid to cover their losses.

19.4 Notice of cancellation must be made as soon as possible, initially by telephone, and then supported by written confirmation. You can e-mail us at will@willbee.co.uk

Important information

Willbee 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.

Willbee Services is not able to accept responsibility for any of our clients' electrical appliances that may be unplugged/switched off during the working day for the purpose of using the client's power source or for safety reasons.

It is the client's full responsibility to ensure that any electrical equipment, i.e. fridges, freezers, cookers, lights, clocks, etc. are all plugged back into their sockets and switched on during or at the end of any working day, or during the landscaping contract.

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If neighbour disputes prevent or delay any of Willbee Services staff from carrying out agreed work the client will be charged for Willbee Services' lost time. This may involve the Contractor retaining your initial 30% deposit to cover business costs. Please ensure we are made aware of any issues which may arise.

Public liability insurance

Willbee Services has full public liability insurance. If you would like to view our public liability insurance please let us know.

Additional Terms & Conditions for Garden Maintenance contracts

Willbee Services runs a busy, carefully managed garden maintenance service throughout the year. This may involve us visiting your property weekly/bi-weekly/monthly the choice is yours.

1.1 Clients shall commit to the days and dates arranged with the Contractor for the period of their contract unless otherwise agreed.

1.2 Willbee Services reserves the right to refuse/withdraw our maintenance services at any time during your contract with us.

1.3 Clients have the right to alter/cancel their garden maintenance contract with us at any time in writing. You must give us at least 30 days' notice of any changes in your plans so that we can reorganise our work schedule accordingly.

1.5 Clients who cancel scheduled visits and leave long periods between their next appointment can expect our rate to increase upon our next visit to their property- If your garden is not regularly maintained, lawns, hedges, shrubs, and plants will become overgrown, this will create more work and more waste for Willbee Services to dispose of. In these instances, the Contractor reserves the right to re-quote your maintenance price as a one-off job, then continue with the previous rate if the garden is again regularly maintained i.e. weekly/bi-weekly or monthly

1.6 Clients agree to remove dog/cat waste/hazardous waste/litter from any areas we will be working in prior to our visit

1.7 It is the client's responsibility to ensure any children's play equipment or other garden furniture/obstacles are moved off the area you wish us to work on if requested by Willbee Services.

1.8 For your own and our safety please ensure that your pets/young children are kept indoors whilst we are working on your property.

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2. Tree felling

2.1 If we are felling a tree/s at your property please ensure that you remove any breakables from the area we are working in i.e. garden pots or ornaments. The Contractor cannot be held responsible for breakages that occur to plants, shrubs or outdoor buildings as a result of tree branches falling.

2.2 Felling trees can be hazardous therefore we ask that all clients, your pets, or children remain inside your property whilst any work is underway.

3. Stump removal

3.1 The client shall remove any breakables from the area in which we are working.

3.2 The client understands that grinding out of tree stumps causes mess and may flatten/damage plants that are growing in the vicinity the Contractor/s is/are working in.

3.3 The Contractor will always tidy the area where they have been working to the best of their ability, however, you will always be left with slight evidence that a tree stump has been ground out.

3.4 The client shall remain indoors whilst the Contractor is working, this is for the client's safety.

4. Disposal of green waste

4.1 Willbee Services are registered Green Waste Carriers.

4.2 Willbee Services is insured to remove Green Waste only. Please do not ask us to remove any other form of household waste or green waste which is not a bi-product of our garden/maintenance work on your property.

5. Delays or disruption

5.1 The Contractor undertakes to use all reasonable endeavours to complete the work within a reasonable time or by a specified date if agreed. Under no circumstance shall the Contractor incur any liability to the Client for any untimely performance or delays arising from force majeure, adverse weather conditions or events beyond his reasonable control.

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6. Garden maintenance staff and landscapers

6.1 Willbee Services understands that clients grow accustomed to a particular operative visiting and tending to their gardens, while we will endeavour to send the same operative each time this is not always possible and cannot be guaranteed. All of our staff are all fully trained, skilled professionals.

6.2 Your visiting landscaper will be adhering to strict deadlines and timings, if you would like a particular task carrying out on a visit please ensure we know this in advance

6.3 Your contractor will not carry out extra work free of charge. We are always happy to include a new garden task for you upon our next visit which will be charged at our usual agreed rate.

Willbee Services appreciate your valued business and we look forward to providing you with quality, professional landscaping, and Garden Maintenance services.

7. Customer care policy

7.1 Willbee Services is proud of the value, quality, and dependability of the services it provides.

7.2 If the client is not fully satisfied with any part of our service, then please inform us in writing as soon as possible.

7.3 We treat our client's concerns and comments as constructive and positive feedback and can only improve our services if informed of any shortcomings.

7.4 If there is a concern in regard to any aspect of the services we are contracted to undertake, the client must inform Willbee Services immediately in writing.

7.5 The Contractor guarantees to investigate and respond to your concerns within 14 working days.

8. Garden Drainage Solutions

8.1 The client agrees to make all the necessary checks with the Water Board prior to The Contractor carrying out any drainage works.

8.2 The Contractor assumes that the client has acquired the relevant permission from The Waterboard for any drainage works carried out.

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8.3 The Contractor cannot be held responsible for any issues which may arise with the existing drainage system after new drainage has been installed or connected to your existing drainage system.

8.4. It is the client's full responsibility to contact their Water supplier to gain permission for any drainage works to be completed. By accepting our quote/contract you are agreeing that you have been granted permission for drainage works to be carried out and linked to your property's existing drains by your service provider.

Willbee Services reserve the right to change these terms and conditions at any time.

Law: Willbee Services' terms and conditions shall be subject to the Laws of England & Wales, and the client agrees to be bound by the exclusive jurisdiction of these courts.

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