

# GREEN CREATIONS LANDSCAPING CC

## TERMS AND CONDITIONS

January 08

1. Unless the context indicates the contrary, the following words shall have the following meanings assigned to them.
  - 1.1. Contractor shall mean **GREEN CREATIONS LANDSCAPING cc**;
  - 1.2. Client shall mean the Purchaser whose details appear on the front hereof;
  - 1.3. Parties shall mean the Contractor and the Client;
  - 1.4. The masculine shall include the feminine and neuter and the singular shall include the plural.
2. **General**  
Upon payment of a deposit by the Client, a binding agreement shall arise upon the terms and conditions set out hereinafter. Any stipulation or condition in any order or acceptance by the Client which conflicts with these conditions shall not be valid.
3. **Validity of quotation**  
The attached quotation is valid for a period of three (3) weeks. If not accepted it shall become null and void. However; if a plan of the garden design is retained by the client for any time, this will require payment from the client, even if the installation quote is not accepted.
4. **Terms of payment**  
A deposit of 60% of the total is payable on acceptance of this quote and the final balance is due on completion. If at any time during the agreement the terms of payment are not adhered to, the Contractor reserves the right to cancel all outstanding work or uncompleted work, and the Client shall be obliged to make payment of the outstanding amount. The ownership of the goods shall remain vested in the Contractor until the goods have been paid for in full. The balance of 40% is payable immediately on handover. All prices are exclusive of VAT unless stated otherwise.
5. **Access**  
The Client undertakes at all times to give access to the garden, to the Contractor to carry out the contract. Interference or obstruction from other contractors employed by the Client may cause delays and / or damage, for which we shall not take responsibility. Costs of any such delays will be for the clients account.
6. **Ablutions**  
The Client undertakes to provide ablution facilities for our team on site. The Contractor undertakes to leave such facilities in the condition that they were found at all times.
7. **Delivery**  
The Contractor shall endeavour to deliver plants and materials to site, and complete work timeously. However, delays due to circumstances beyond our control may cause the contract time to be extended and the Client shall give further access to complete the contract.
8. **Risk**  
The risk of loss or damage to plants and materials shall pass to the Client from the time of delivery of the plants and the Contractor shall not be responsible beyond this point. For example, any damage to plants by hail, frost, theft or other natural forces out of Green Creations Landscaping cc control will be for the Clients account. Also, any damage to plants caused by change of position on site required by the client after acceptance of the plan will be for the clients account.
9. **Defects**  
In the case of plants or products being defective, the Client shall within 10 days after handover or receipt of final invoice, report this to the Contractor in writing. Every endeavour shall be made to replace the defective plants / products with the same or similar. Such obligation on the Contractor is subject to the Client having carried out the correct care and maintenance. Any replacements of plants or products after the 10 day period will be for the Clients account.





**10. Underground risk**

Unless a site plan is given to the Contractor stating clearly where all pipes, cables, etc. are situated, no responsibility shall be held by the Contractor and any damage arising shall be for the Clients account. Of course we shall endeavour to avoid this situation from occurring wherever possible. Should underlying rock or building rubble be found after quotation, the Contractor will re-evaluate the situation and the cost implications for the removal of such rubble. This shall be for the Clients account over and above the original quote.

**11. Rubble removal**

Rubble removal is quoted for separately and is based upon the estimated number of removals. Should more removals be required then the additional charges will be for the Clients account.

**12. Building and Construction**

Building and construction costs are based on estimated linear metres or square metres as the case may be. Should any changes to the design require additional construction, these will be for the account of the Client.

**13. Large trees ex ground**

Green Creations Landscaping cc will quote on large trees ex ground (i.e. mature trees) if the Client requires this. The Client must be aware that there is a higher risk of these larger trees dying and the contract of purchase shall be directly between the supplier of the said large trees ex ground and the Client with Green Creations Landscaping cc facilitating. Any guarantees shall be provided between the Client and the supplier. Any repairs or maintenance required by Green Creations Landscaping cc, should these large trees need to be replaced, will be for the Clients account.

**14. Irrigation**

Irrigation parts will be guaranteed for one year after handover by the subcontractor. Thereafter any repairs will be charged at our irrigation companies standard call out fee plus any material costs incurred. The irrigation computer is subject to the suppliers warranty and will be replaced accordingly.

**15. Water features**

The pumps are supplied subject to the manufacturers guarantee which is generally one year, provided a top up or float valve is installed. All other water feature components are supplied with a 3 month guarantee after handover date. After the 30 day guarantee period all costs associated with repairing the water feature will be for the clients account.

**16. Structural construction**

Any structural construction by Green Creations Landscaping cc, for example retaining walls will have a one year guarantee.

**17. Drainage**

Any additional work required during the course of the project for drainage purposes will be for the Clients account.

**18. Electrical work**

Electrical work will be contracted out to a reputable electrical company and will be subject to their conditions and guarantees. Any replacements or repairs thereafter will be for the Clients account. This includes the replacement of globes and consumables.

**19. Paving**

Green Creations Landscaping cc will provide pictures or samples to the Client for paving to be used. The Clients agreement to the use of these products will be required before a subcontractor is appointed. Costs relating to any changes thereafter will be for the Clients account.

**20. Decking**

Green Creations Landscaping cc uses sub contractors for decking. The decking suppliers guarantee will be applicable to the Client.



**21. Building sites**

It is the responsibility of the developer/builder to clear the sites prior to project installation. However, should the Client wish to have Green Creations Landscaping cc clear the site this will be quoted on. Any costs incurred by Green Creations as a result of the developer/builder will be for the Clients account. This includes but is not limited to: additional rubble removal over that quoted on, delays in finishing the project due to construction, damage to plants or materials and any other additional costs incurred by Green Creations Landscaping cc. We generally recommend that the landscaping project commences when the builders have completed their work and are off site.

**22. Management of Changes on Site**

The quote is detailed to provide a transparent schedule of costs to the clients. Any changes thereto will require changes to the quote and additional costs relating to these changes will be for the Clients account. Green Creations Landscaping cc will endeavour to ensure that the Client is informed of such costs during the course of the project. A variation order / extras order will be documented on site or confirmed by e-mail as soon as possible.

**23. Exclusion of liability**

The Contractors liability for damage caused by it, its employees or sub-contractors shall in all circumstances be limited to the value of the contract notwithstanding that such damages arose from negligence, whether gross or otherwise. The Contractor shall in any event not be liable for: Consequential damages of any kind and howsoever caused (i) Injury to any person howsoever caused (ii) Any loss, injury or damage caused by its sub-contractors.

**24. Domicilium**

The Client hereby chooses domicilium citandi et executandi at the address set out on the quotation for the services of any notice, process, summons issued in connection with this agreement.

**25. Jurisdiction**

The parties hereby consent to the jurisdiction of the magistrate court in respect of any dispute arising out of, or in connection with this contract. Disputes can however be put to arbitration by the South African Landscape Institute (SALI) should the parties wish to settle a dispute out of court.

This agreement constitutes the entire agreement between the parties and the Client acknowledges that there are no collateral oral agreements or conditions in any way varying this contract. Any terms or conditions varying or consensually cancelling this agreement shall be in writing and signed by both parties hereto.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

CLIENT \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

GREEN CREATIONS LANDSCAPING cc \_\_\_\_\_

