



Monmouthshire Landscapes

07753 173343

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www.monmouthshirelandscapes.com

Terms & Conditions – Supply of Goods & Services

Please read all of the following terms and conditions for the supply of goods and services by Monmouthshire Landscapes.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions as they are made available on our website, or via email to you directly, to make sure that they contain all that you want and nothing that you are not happy with. If you have any queries or concerns, please direct them to:

- info@monmouthshirelandscapes.com
- 07887478570 – Kim Wilcox (Office Manager)
- 07753 173343 – Connor Toms-Irving (Owner)

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you).
2. We are Monmouthshire Landscapes (the Supplier or us or we).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services.
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order.
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order.
8. **Order** means the Customer's order for the Services from the Supplier as set out overleaf;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

Services

10. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All Services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer Responsibilities

14. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
15. Failure to comply with the above is a Customer default which entitles us to suspend our performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

16. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
17. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
18. A Contract will be formed for the Services ordered, on receipt of the Customer confirmation of acceptance of the quotation, or if earlier, the Supplier's delivery of the Services to the Customer.
19. All quotations, estimate of Fees and financial commitments given or made by the Supplier are based on the assumption of the validity of the information provided being fully accurate and correct in all circumstances. The Supplier maintains the right at any stage to re-negotiate any Contract, fixed price or estimate of Fees or any other relevant commitment, should any information provided by the Customer fail to be fully valid accurate and correct.
20. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
21. The Supplier will confirm when the Contract is formed, whether any fees (Fees) agreed are to be considered a fixed price or an estimate.
22. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Fees and Payment

23. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order, or any such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
24. Fees and charges include VAT at the rate applicable at the time of the Order
25. Payment for Services must be made either by cash on the day of completion, or by BACS transfer to be received by the Supplier within 3 days of receipt of invoice.

26. Payment for Goods must be made in advance of delivery of the Goods (and the delivery of any associated Services where these Goods are required). The Goods shall not pass to the Consumer until the Company has been paid in full for the Goods.
27. Any additional payment terms for Services or Goods will be confirmed in writing on the quotation.
28. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms above.

Delivery

29. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
 - a. In the case of Services, within a reasonable time; and
 - b. In the case of Goods, without undue delay.
30. You agree we may deliver any Goods in instalments if we or any 3rd party suppliers suffer a shortage of stock or other genuine and fair reason
31. In providing the Services, the Supplier shall:
 - a. Perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
 - b. Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract
 - c. Ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract
 - d. Provide all equipment, tools and vehicles and such other items as are required to provide the Services
 - e. Obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations
 - f. Observe all health and safety rules and regulations and any other security requirements that apply at any of the Consumer's premises
32. If you or your nominee fail, through no fault of ours, to take delivery of the Services or Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering the,
33. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and title

34. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you
35. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal and cancellation

36. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
37. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 7 calendar days from the day the Contract was entered into, provided this is not before the agreed commencement date for the delivery of

the Services. If you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay refund to you the price for those Goods and Services which have been paid for in advance, but we can retain any separate delivery charge or charges for any Services already delivered. This does not affect your rights when the reason for the cancellation is any defective Goods or Services.

Duration, termination and suspension

38. The Contract continues as long as it takes us to perform the Services.
39. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a. Commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days or the written notice; or
 - b. Is subject to any step towards its bankruptcy or liquidation.
40. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

41. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

42. In the event of any failure by a party because of something beyond its reasonable control:
 - a. The party will advise the other party as soon as reasonably practicable; and
 - b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and the right to cancel below.

Excluding liability

43. We do not exclude liability for:
 - a. Any fraudulent act or omission; or
 - b. Death or personal injury caused by negligence or breach of the Supplier's other legal obligations.
44. Subject to this, we are not liable for:
 - a. Loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or
 - b. Loss (e.g. loss of profit) to your business, trade, craft or profession, which would not be suffered by a Consumer – because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

45. The Contract (including any non-contractual matters) is governed by the law of England and Wales
46. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 working days.