

Alan Newbould
Garden & Landscape Design,
Norcroft,
Calton,
Skipton,
BD23 4AD

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These Terms & Conditions apply to:

- **All Garden Design Services**
- **All Design Commissions including Concept Design Work & Sketch Proposals.**
- **Surveying, Data Gathering and Consultancy**

1. Definitions: 'The Client' means the person or persons that request or commission Alan Newbould Garden & Landscape Design to carry out work.

2. This agreement will be presented by email or in writing to The Client prior to any works commencing.

3. The 'Design' includes the works relating to All Garden Design Services and Commissions including Concept Design Work and Sketch Proposals and Consultancy including Meetings (all currently £95 per full hour). All additional works (additional meetings, sourcing materials, planting, construction, architect fees, professional fees etc) will be charged at the stated hourly rate.

4. It is at Alan Newbould's discretion to decide if site visits to re-evaluate the garden details before or during the design works and during construction are required. These visits would be officially arranged with The Client and charged at the agreed hourly rate.

5. All concept designs included are concepts only. Requests to develop a concept design will be chargeable at the hourly rate.

6. All design revisions are chargeable at the stated hourly rate.

7. All design works commissioned are fully chargeable. If The Client decides not to install any design element this will be at The Clients discretion and The Clients responsibility. Should The Client choose not to have the project constructed for any reason, the design fees remain payable.

8. In cases where The Client opts to delay construction, the balance of the design fees will be due upon completion of the design or at any identified stage.

9. All fees and charges are based on known conditions at the time of viewing.
10. Travel time is charged at the stated hourly rate.
11. The obligations of Alan Newbould Garden & Landscape Design are limited to the design content of the plans provided.
12. Where detailed structural work is involved (e.g. drainage, retaining walls over 1m, foundations and other structural elements), professional advice is recommended from a qualified builder or structural engineer depending on the complexity of the construction. Costs will be borne by The Client.
13. During any tendering process and the garden build, Alan Newbould Garden & Landscape Design can and may introduce The Client to potential contractors. Any contract agreement will be between The Client and The Contractor with any payments for work done payable directly to The Contractor. Alan Newbould Garden & Landscape Design cannot be held responsible for any faulty workmanship undertaken by The Contractor.

Additionally, during any work:

14. The Client shall provide access to the site.
15. Any additions and/or alterations to the schedule/design shall be properly treated as variations and subject to written instructions.
16. It is very important and the responsibility of The Client to ensure we are made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.
17. We 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 commencement of any works.
18. We are not able to accept responsibility for the well being and maintenance of living plant material, including turf, following practical completion unless a maintenance contract is in existence with ourselves. Upon completion the responsibility for the care and watering of all plants, lawns, trees etc is handed over to The Client and will require regular attention until established.
19. All materials on site remain the property of Alan Newbould Garden & Landscape Design or the supplier, or the Contractor, until paid for in full.
20. Maintenance is not included unless specified.

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