

Terms and conditions:

Blooming Gardens - "The Company"

1. All work undertaken by The Company is done so in line with the terms and conditions set out below. By requesting Blooming Gardens to undertake any work the customer is deemed to have accepted these terms and conditions. These terms and conditions may change in line with business requirements.
2. The Company season runs from March to Feb inclusive.
3. The Company have a minimum charge of £20 for a visit to cover costs such as insurance, fuel, equipment wear and tear etc.
4. All materials are property of The Company until paid for in full.
5. Unless payment is via a pre-agreed monthly direct debit/standing order, all payments required to be made pursuant to these terms and conditions shall be made upon job completion and issue of relevant invoice, unless agreed otherwise, by Cash/BACS/Cheque in cleared funds without any set off, withholding or deduction.
6. Any client wishing to make a late payment must arrange this with The Company at their earliest convenience, failure to do so may incur late payment fees, which will be applied from the 14th day from the date of the first invoice. (When 5% will be added to the invoice total, this will be followed by further increments of 10% for each subsequent reminder that the supplier issues.)
7. Cancelled direct debits: The client remains liable for payment for any work completed up to the date of cancellation if not covered by previous payments. The client will be refunded for payment taken if the work has not yet been completed.
8. The Company accept no liability for damage to utilities / hidden structures unless the position of said utilities / hidden structures is clearly identified to us on a site plan prior to the commencement of works.
9. The term waste removal refers only to waste produced by our services, it excludes disposal of any material otherwise on site.
10. Garden Furniture, toys etc - The Company cannot be held responsible for any breakages to garden items needing moving in order to complete our work. Every care will be taken whilst moving items, but sometimes accidents can happen.
11. If access to the site is prevented on the date of a scheduled visit or if less than 5 days notice is given The Company reserve the right to charge for the visit in full.
12. The removal of litter or excrement from the site is the responsibility of the client.
13. Grass Cutting - Prior to commencement of Grass Cutting we remove obstacles from the area to be cut. We will cut the entire of any grassed area to good industry practice levels for the intended use. The Company will not be held responsible for grass clumping due to damp weather conditions where grass arisings are to remain on site and uncollected.
14. Grass Collection - Where grass cuttings are to be collected, we will ensure care is taken to remove cuttings and leave a clean finish. The Company will not be held responsible for minor clumping and small amounts of grass remaining where weather conditions are difficult.

15. Strimming - We will ensure the grass is cut to the height of the surrounding area and will ensure that arisings are mechanically blown off all public rights of way unless otherwise required in the quote or contract.
16. Grass Contamination - The Company will take reasonable care to ensure minimum contamination of the surrounding area, obstructions with grass arisings, but will not be held responsible for contamination unless specified in the quote or contract.
17. Hedges - When maintaining hedges, the specified price is to remove the last 6 months' growth, reduction work will be quoted separately by us. We will carry out hedge trimming where possible, outside the bird nesting season March-July inclusive. If we find an occupied birds nest whilst hedge trimming work will cease and the client will be informed. Work will re-commence as soon as possible after the area becomes un-occupied.
18. Pesticides/Herbicides - The Company will ensure that pesticide/herbicide application is carried out when weather conditions are suitable. Spraying will be carried out by fully qualified operators, and in compliance with all statutory requirements. Weather depending, we will carry out spraying when programmed. The application of any treatment will be made during appropriate weather conditions.
19. Outdoor Cleaning - Due to the process of pressure washing any loose or damaged mortar, pointing, paint etc. may become dislodged. Care will be taken to minimize this, any remedial works required would be a separate service. It cannot be guaranteed that all stains such as oil, iron, cement, paint etc. can be removed by standard cleaning practices, removal of such stains may require additional works which would be classed as an additional service. When cleaning wood products it is possible for "furring" of the wood to occur, The Company use methods to minimize this and cannot be held liable for any damage that may occur. Any area of concern should be identified to The Company before commencement of works. The cleaning process of wood may uncover damaged/rotten areas, The Company cannot be held responsible for this.
20. Outdoor Cleaning - Water Supply - An external water supply with adequate flow is required to be supplied by the customer unless arranged by prior agreement where an alternative solution can be arranged. If the supply is from an internal source The Company cannot be held liable for any damages caused by leaks, spills etc.
21. Outdoor Cleaning - Drainage - When cleaning large amounts of water can be used, it is important that drains are clear and free flowing. The Company cannot be held liable for any blockages. Any area of poor drainage or issues with drains should be identified to The Company before commencement of works.
22. Outdoor Cleaning - Chemical Usage - When chemicals are being used for outdoor cleaning purposes it is imperative that the area is kept clear whilst the operation is underway. Once the cleaning operations are completed the area should be kept clear of people/pets/animals until the surface has fully dried or as directed. All chemicals used by The Company are used in accordance with the manufacturer's guidelines and for their intended use.

23. Gutter Clearance - Debris will be removed from guttering by hand or machine dependent of circumstances, as much debris will be removed as possible. Downspouts will be checked for blockages and cleared to ground level if required. Any identified damage to the guttering system will be relayed to the customer, remedial works would be classed as a separate service.
24. The Company accepts no responsibility for accidental breakages arising from their work. Any reparation payment or works that may be made is solely at the discretion of The Company and admits no fault or liability.
25. Damage caused to property due to stones and other items left in the lawn: The Company cannot be held responsible for damage caused by small stones and other items left in the clients' lawn. While we try to take every care around pebbled/landscaped areas, the client is responsible for ensuring stones aren't in the lawn.
26. Termination of Contract - The Company intention is to ensure that the Customer's requirements are satisfied at all times. However, executive authority is with the Customer.
27. Domestic Customers - To ensure satisfaction and response to change of circumstances, the Contract may be terminated at any time by either party giving two weeks prior notice in writing to the other party.
28. Commercial/Monthly Customers - To ensure satisfaction and response to change of circumstances, the Contract may be terminated at any time by either party giving one calendar month's prior notice in writing to the other party. Where a full contract is agreed and signed between the parties the conditions of the contract shall supersede the above clause.
29. Responsibilities The Company responsibility is limited to these Terms and Conditions (except in respect of death or personal injury resulting from the negligence of The Company, its servants or agents) The Company shall not be liable for any claim for direct or indirect consequential loss, injury or damage whatsoever made by the Customer or any third party against The Company arising out of or in connection with any defect in the Services whether or not such defect is directly or indirectly, wholly or in part caused by the negligent act, omission, default or neglect of The Company, its servants, or agents, or whether or not such defect amounts to a breach of a fundamental terms of a primary obligation of the Contract or fundamental breach thereof.
30. Rain Days Bank- The Company reserves the right to access a maximum of 3 paid visits per season when continued adverse weather has stopped scheduled visits of a maintenance programme. This will require at least three attempted failed visits per bank visit charged.

If you have any questions or queries relating to these terms and conditions then please do not hesitate to get in touch with us at info@blooming-gardens.co.uk