

QUOTE REQUESTED

Quote No: LS-5844

Date: 1st February 2024

Landscape Services

(South West) Ltd

contract maintenance



From:

Martin Lomax
Landscape Services (SW) Ltd
Unit 6 Southfield Road Trading Estate
Nailsea
Bristol
BS48 1JE

To:

Backwell Parish Council
1st Floor, 43 Rodney Road
Backwell
Bristol
BS48 3HW

Email:

Email: info@landscapeservicesw.co.uk

Tel: 01275 859525

In reference to Site:

Moor Lane Park

Job Description:

Moor lane and Oatfield topsoil

To provide and install graded topsoil to raise sunken levels recently identified on the play equipment inspection.

Total Cost: £220.00 + VAT

Please note: By accepting this quotation, you are also accepting our terms & conditions attached.



Landscape Services (SW) Ltd - Terms & Conditions

Terminology: 'The Contractor' refers to Landscape Services (South West) Ltd. 'The Client' refers to any person, company or institution commissioning 'The Contractor'.

1. Acceptance:

The acceptance of a quotation, estimate or the placing of an order will be held as acceptance of the Terms & Conditions.

2. Settlement:

Unless otherwise stated, all quoted prices are due for settlement either a) on completion of the specified work, or b) within 30 days of the invoice date. Late settlement may incur interest to be added

3. Recovery of debts:

After 60 days, an unpaid account will be subject to a £50.00 administration charge and passed to an appointed financial collection service for recovery and/or litigation proceedings.

4. Hazards:

It is the responsibility of the client to warn the contractor of site hazards that may not be obvious during the Contractors Risk Assessment. Cost to the Contractor resulting from lack of such warnings may be billed to the client.

5. Access:

The Contractor will take reasonable precautions to prevent ground damage but bears no responsibility for that arising from operationally necessary vehicle or pedestrian passage.

6. Sub-Surface Structures:

The Contractor accepts no liability for damage to any sub-surface structures if the client or their agent does not make the Contractor aware of their presence. Injury or damage occurring to plant, equipment or staff will be the responsibility of the client should information not be disclosed.

7. Statutory Protection:

The Contractor cannot be commissioned to carry out work to any tree or trees that fall outside planning permission specifications or that in any way contravenes the Tree Preservation Order and Conservation Area Order legislation as defined in the Town & Country Planning Act.

8. Good Practice:

The contractor cannot be commissioned to carry out pruning work, which is harmful to the tree or trees in question as defined by the question as defined by the relevant British Standards (BS3998/1989) and industry codes of practice. In applying these standards, the Contractor reserves the right to use his judgement. All operatives will have access to a copy of these standards in order that they are conversant with them.

9. Site Conditions:

The client will be liable for extra costs incurred by the contractor due to changes in site conditions between the time of the Contractors initial quotation and the commencement of work on acceptance of that quotation. This will apply if changes are apparent to or under the control of the client.

10. Changes to Appointments:

The Contractor reserves the right to make changes to appointments and timings of work where adverse weather conditions, unforeseen circumstances or priority works may take precedence. All efforts will be made to notify the client to avoid disruption however, no compensation will be available.

11. Cancellation:

We will require one month's notice, in writing, should the client wish to terminate the contract. If an annual contract is terminated mid-term, adjustments will be made accordingly for visits already completed at the date of termination.

12. Data Protection and Privacy:

We collect, and process all personal data in accordance with your rights and our obligations under the Data Protection Act 1998 (and, from 25th May 2018, the EU General Data Protection Regulation ("GDPR")), and we take appropriate steps to ensure that your information is protected consistent with the principles set out in the Act (after 25th May, the GDPR), any other privacy laws, these Terms and Conditions, and our Privacy Policy, whether that information is held by us or shared by us with third parties. For full details of our collection, use and holding of personal data, information about your legal rights as a data subject and how to exercise them please refer to our Privacy Policy.