

THE CHELSEA LANDSCAPE GARDENER

REGULAR MAINTENANCE AGREEMENT

This document constitutes a formal contract between the client and *The Chelsea Landscape Gardener.*

SCOPE OF SERVICES

1. A member of the maintenance team will visit at least once a year for an on-site consultation, as part of your service, at no charge.

2. Your team leader will:

- Provide feedback on garden maintenance activities and issues.

- Provide guidance and advice on horticultural matters.

- Advise on possible garden improvements as deemed fit.

3. Our gardeners will carry out the below-mentioned tasks as standard during your scheduled service:

- Hand weed to keep weed growth in check. Spot treat pernicious weed growth with systemic herbicide.

- Prune shrubs to shape and as horticulturally appropriate. Prune, train and tie in climbers and other plants growing against walls and fences, including fixing new wires where necessary.

- Dead heading flowering plants, and undertaking the “Chelsea Chop” to ensure the size and flowering period of many herbaceous perennials is controlled.

- Trees and climbers will be pruned as appropriate to a height that can be safely reached from a stepladder (any work necessary at a height beyond that which can be reached safely from a stepladder will need to be priced separately).

- Treat for pests and diseases, as necessary and as possible, to maintain a check on damage caused.

- Remove dead leaves and debris, especially during the autumn period, to prevent a build-up of rubbish.

- Provide support for herbaceous perennials as necessary and cut back dead growth in autumn.

- In winter, carry out any shrub transplanting or dividing of herbaceous stock to increase density and provide additional ground cover or to rationalise and improve the aesthetic quality of the existing planting.

- Supply and spread a balanced trace element fertiliser once per annum in the spring around all planting which may benefit from this treatment.

- Seasonal jet washing of stone and paving where appropriate to avoid build-up of lichen, surcharge applies. We will undertake jet washing on request but accept no claim or compensation arising from any damage caused by high pressure cleaning.

- Maintain and set irrigation systems where appropriate to ensure appropriate seasonal watering.

- Lawn care: Regular mowing of the lawn, supply and spread lawn seeds, balanced fertiliser, moss & weed killer when appropriate.

The work described above will be prioritised according to horticultural principles. Not all the specified work will necessarily be undertaken on every visit due not being neccesary, lack of time or unforeseen circumstances such as weather conditions. Other horticultural work that you may wish to have attended to can also be included if done within the time allowed.

- Suggestions for any improvement in your garden or additional works will be submitted to you by email from our Maintenance Manager and formally estimated for. Any agreed suggestions will be carried out quickly and efficiently.

TERMS AND CONDITIONS

1. Contract Review

The contract will be reviewed every 12 months by our Maintenance Manager.

2. Cancellation of contract

Two months' notice must be given for cancellation of the maintenance contract, this must be provided in writing to the maintenance Manager *(landscaping@chelseagardener.com).* Failure to provide two months' notice will result in a cancellation fee of 50% of the labour charge for the period due.

In the event of 4 missing visits within a 12 months period time, the maintenance contract can be cancelled from the client with immediate effect.

3. Cancellation of a single visit:

We require two days' notice to reschedule or cancel a single visit. We charge a cancellation fee of up to 50% of the labour charge, if notice is not given within the period. Notice of a cancellation or rescheduling must be provided in writing to the maintenance Manager *(landscaping@chelseagardener.com)*

If visits are cancelled it causes inefficiency in our work schedules, it is often not possible to arrange alternative work and it often leads to a backlog of tasks in the garden. Our Annual Garden Maintenance Contracts are set out in such a way that makes the provision of this type of service cost effective for us and value for money for our customers.

4. Bank Holidays, Christmas and Change days

We do not operate on bank holidays or during Christmas and New Year. When a visit falls on duringthese times, we will reschedule our visits to the closest possible day.

A minimum of two days' notice must be provided if you request to change your standard day or time, this must be provided in writing to the maintenance Manager *(landscaping@chelseagardener.com)*

Failure to provide notice will result in a cancellation charge.

5. No Access / Missed Visit

Access must be provided at every visit. Failure to provide access will result in a no access / missed visit charge at £110.00 per visit or 50% of your contracted labour rate, whichever is greater.

6. Minimum visit length

Each visit will be subject to a minimum of 2 hours per garden unless otherwise agreed.

OTHER GENERAL CONDITIONS

- Our teams are subject to London traffic and our start times are guidelines only.

- The Client must provide reasonable access to mains electricity and water on the site. The cost of providing electricity and water will be borne by the Client.

- Our team might take before and after photos of the garden for our records, which may from time to time be used for marketing purposes. If you would prefer that we did not use photos of your property, please request to opt out below.

☐ OPT OUT

If you would like to out out at a later stage you can email us at lanscaping@chelseagardener.com

LIABILITY

- The Chelsea Landscape Gardener will not be liable for any damages or losses arising from the Client's failure to follow reasonable instructions or the Client's failure to provide access to the property as needed for the completion of the services.

- The Chelsea Landscape Gardener will not be liable for damages or losses caused by external factors such as adverse weather conditions (e.g., storms, frost), pests, or diseases that affect plants or trees unless caused by the Company's negligence or failure to address known issues.

- Children and animals should be kept away from persons using powered equipment. We cannot be held responsible for any injury sustained.

- The customer is responsible for the removal of litter and dog excrement prior to Evergreen arriving to undertake the works.

- Any accidental or malicious damage caused by the customer, their children or any third party during the course of the maintenance may incur an additional repair charge.

KEY HOLDING POLICY

We ask our clients to provide us with a set of keys to avoid complications regarding access, and the likelihood of incurring cancellation charges for visits where access is, for various reasons, unattained.

We can arrange key cutting at your convenience for a small fee. We employ a strict company policy regarding key holding:
- All Keys and fobs received by clients will be:

  - Added to the key log, labelled with an unmarked (numeric only) keyring

  - Stored securely in a locked safe on our alarmed premises

  - Signed in and out on a daily basis (as required) by the Office Manager or Maintenance Manager and entrusted to the Lead Gardener on the job

- Upon cancellation of the contract, all keys and fob will be returned within 7 days of final payment receipt. An email confirmation will be sent once keys have been returned.

- If at any time during the contract the locks or fob entry systems are changed, we ask that clients provide us with new keys/ fobs, a minimum of 2 working days before the next visit is scheduled.

CUSTOMER CARE POLICY

We are proud of the value, quality, and dependability of the services it provides.

If the Client is not fully satisfied with any part of our service, please inform us in writing.

If there is a concern in regard to any aspect of the services we are contracted to undertake, the Client must inform us immediately in writing and we will investigate and respond to your concerns as soon as possible.

GOVERNING LAW & JURISDICTION

This Contract is governed by the law of England and shall be subject to the exclusive jurisdiction of the English Court.

THE CHELSEA LANDSCAPE GARDENER

CLIENT DETAILS

Name

Address

START/END DATE

Start date

End Date

FRECUENCY

High season: March to October

Low season: November to February

Maximum hours per visit

Day of the week

**The day and time is subject to be amended in March due the High season.*

Our standard seasons are as above if you require a different regularity of service this must be prearranged the maintenance manager in line with our notice periods.

To provide the services of a professional and qualified horticulturist and one junior gardener.
There will always be 2 gardeners present, unless prior notification is provided by the maintenance manager.

Our labour charge is + VAT per hour.

This includes the provision of all necessary equipment and machinery. However there is a surcharge for Jet Washing per wash.

Parking, waste removal and congestion zone is charged on top, at cost + VAT if applicable.

Our rates are subject to an annual review every April, you will be given written notice of any changes at least 30 days before.

Additional chargeable extras not requiring prior written consent: Soil, compost, garden ties, irrigation parts, fertiliser. Under £15 per item and under £40 per month.

Additional extras requiring prior written cosent:
e.g. *(Seasonal planting drives, seasonal window box planting, any landscaping works, lighting, trellis etc.)*

AMENDMENTS

Any revision to these contract terms that you may seek during the course of the year may only be arranged with our Maintenance Manager. It is not possible to make amendments by any verbal agreements with our operatives. Please always contact the office if you should wish to alter any of the terms contained herein.

PAYMENT TERMS

Payment is to be received no later than 14 days from date of invoice. Failure to pay within 45 days of the invoice date could incur an additional late payment fee.

Non-payment of invoices within the stated period may have the effect of terminating the contract forthwith.

Direct debit: We can arrange with our partner GoCardless for your bill to be settled via direct debit, and it is our preferred payment method. please enquire with our maintenance manager to get this set up. We also accept payment by debit card.

Direct Payment Details:

Bank: HSBC
Sort Code: 40 33 14
Account No: 91370251

To confirm your regular maintenance contract please sign below and agreement with the full terms set out above please sign and date below.

CLIENT SIGNATURE

Full Name

_____

Date

_____

Signature

_____

COMPANY SIGNATURE

Full Name

_____

Date

_____

Signature

_____

Thank You