

These Terms and Conditions apply to all Services provided by us, Oakview Landscaping Ltd, a company registered in England and Wales under number 09410423, whose registered address is at 15 Gate Lodge Close, Round Spinney Industrial Estate, Northampton, NN3 8RJ (referred to as “the Company/we/us/our”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is defined in the Consumer Rights Act 2015;

“Contract” means the contract formed upon your acceptance of Quotation as detailed in clause 2;

“Customer/you/your” means you, the Consumer or business entering into the Contract with us;

“Materials” means the materials we will supply for the provision of the Services, as detailed in the Quotation;

“Property” means the property at which the Services are to be carried out;

“Quotation” means our written Quotation to provide the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and sets out our entire scope of works; and

“Services” means the fencing, artificial grass installation and/or any other Services to be provided by us as detailed in our Quotation.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails;

1.2.2 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time; and

1.2.4 a clause refers to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words signifying the singular number include the plural and vice versa. References to persons include corporations.

2. How the Contract is Formed

2.1 We will arrange a visit to the Property and will prepare and submit a Quotation to you which will set out the Services to be carried out and the price.

2.2 Your acceptance of our Quotation, by signing our order form or otherwise, will create a legally binding Contract between you and us. The Contract will incorporate, and be subject to, these Terms and Conditions. Before accepting our Quotation, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.3 Our Quotation is based on the information provided to us at the time we prepare it and the site conditions at the time of our visit. If any errors or discrepancies become evident which affect our price, we reserve the right to adjust it.

2.4 No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

3. The Services

3.1 We will ensure that our Services are provided with reasonable care and skill, in accordance with our accepted Quotation.

3.2 You can request free samples of certain Materials. Please note however that samples represent only a small section of the Materials, therefore, there could still be distinct variations between one section and another. Please also note that if you do not request a physical sample, certain colours may look different to the actual colour of the Materials when viewed on an electronic device.

3.3 We may provide sketches or similar documents before commencing the works, but these are intended for illustrative purposes only and are not intended to provide an exact specification, nor to guarantee specific results.

3.4 Where we are replacing existing natural lawns, we request that the lawn be mowed prior to our arrival, and any items on it are removed (including, but not limited to, any animal faeces).

3.5 When we begin our Services, if we discover that additional works are required due, for example, to unforeseen footings or solid concrete being discovered for fencing works, or due to any changes to the Property since our initial visit, we will provide you with a further Quotation for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 48 hours of this notification, the Contract between us will be cancelled. Cancellation will be subject to clauses 6, 7 and 8.

3.6 The responsibility (also known as the “risk”) for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are

responsible for storing them safely and for insuring them against their full replacement value. You will only own the Materials once we have received payment in full for our Services in accordance with clause 5.

3.7 Where Materials have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such Materials (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Materials supplied by you will be chargeable.

3.8 We will dispose of any waste that we generate during the provision of the Services. You will need to arrange for the proper disposal of all other waste.

3.9 You will be responsible for ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services.

4. Access and Timescales

4.1 Our Quotation is based on our Services being carried out during our normal working hours (Monday – Friday, 8.30am – 5pm, excluding bank holidays). Works required outside of these hours will incur additional costs.

4.2 You will need to ensure that we can access the Property on the agreed dates and at the agreed times to provide the Services. If we require access to neighbouring land, it is your responsibility to ensure that access is granted. Our price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous.

4.3 Please ensure that in restricted parking areas, we have access to parking as close to the installation address as possible so we can access our installation vehicles at all times.

4.4 Any installation dates and timescales we provide are for guidance only and unless we agree otherwise in writing, we will have no obligation to complete our Services by a specified date. We will contact you at the earliest opportunity to notify you if the installation date needs to change (due to adverse weather or any other circumstances beyond our control).

5. Fees and Payment

5.1 Our standard payment terms are:

5.1.1 50% of the quoted fee is payable as a deposit once our Quotation is accepted. We will not schedule the works until the deposit is paid in full;

5.1.2 The remaining 50% is due once the Services are complete.

5.2 However, we reserve the right to request payment in full, up front, at our discretion, or to invoice by way of additional staged payments as the works progress. If this is the case, we will notify you of this in our Quotation.

5.3 All prices quoted are inclusive of VAT, where applicable.

5.4 If you do not make payment to us by the due date, we will suspend our Services and charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, both before and after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding debt.

5.5 Any variations or changes must be agreed in writing before we can proceed. Any price variation will be due for payment in accordance with this clause 5.

6. Cancellation for Consumers

6.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed (as detailed in clause 2.2) and ends at the end of 14 calendar days after that date.

6.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email to the contact details provided with our Quotation.

6.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

6.4 If you cancel within this period, you will receive a full refund of any amount paid to us under the Contract. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

6.5 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14-day cooling off period. By making such a request, you acknowledge and agree that:

6.5.1 if the Services are completed within the 14-day cooling off period, you will lose the right to cancel once the works are completed;

6.5.2 if you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied and any Materials ordered up until the point at which you inform us of your wish to cancel.

6.6 After the expiry of the cooling off period above, if you wish to cancel the Contract, you will need to give us no less than 7 days' notice in writing. You will need to pay for any Materials we have ordered and Services we have provided up until the date of cancellation.

7. Cancellation for Business Customers

If you are not a Consumer and you wish to cancel the Contract, then you will be liable to pay for any Materials we have ordered and Services we have provided up to the date of cancellation, together with reasonable cancellation charges including, but not limited to, administration costs, procurement costs and loss of profit, which will be payable immediately. Any monies paid to us in advance are non-refundable.

8. Our Cancellation Rights

We reserve the right to cancel the Contract at any time and will confirm this in writing. If we have started the Services, we will invoice you for any Services we have provided or Materials we have purchased that you have not yet paid for. If we cancel before we have started providing the Services, we will refund any payments you may have made in advance, including the deposit.

9. Warranty

9.1 We provide a 10-year warranty against UV fading for artificial grass. We also provide a 5-year workmanship warranty after the installation.

9.2 Our warranty is subject to payment having been received in full, as well as the appropriate maintenance requirements being met. Full warranty details will be sent after the installation is complete and the final payment has been received.

10. Liability

10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

10.2 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

10.3 We are not responsible for any pre-existing faults or damage in or to the Property that we may discover while providing the Services.

10.4 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

10.5 Nothing in these Terms and Conditions is intended to or will limit any of your legal rights as a Consumer, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

11. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, act of terrorism or war, governmental action, pandemic, epidemic, other natural disaster, or any other event that is beyond our control.

12. How We Use Your Personal Information: All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 ("DPA") and your rights under the DPA.

13. Complaints: We always aim to ensure that your experience as a customer of ours is positive, however, if you have any cause for complaint, please make this to us in writing in the first instance. We will need you to grant us access to investigate and/or remedy any complaint for which we may be liable. We respectfully ask that you do not publish any negative comments on social media or any other platform without first allowing us to investigate.

14. Other Important Terms

14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these

Terms and Conditions (and under the Contract, as applicable) without our express written permission.

14.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.

14.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

15.1 These Terms and Conditions (and the Contract), including any non-contractual matters and obligations arising from them or associated with them, will be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising from them or associated with them) will fall within the jurisdiction of the courts of England and Wales.