

## Example Gardening and Border Design

Very many thanks for your business. It's much appreciated and I hope we have great fun together going forward, achieving all your gardening goals!

That said, there's some necessary small print to deal with before any work commences. Please carefully read through the below and sign at the bottom.

### Terms and Conditions

I use email and WhatsApp as a means of contact and to send invoices. Please ensure I have your up-to-date email address(es) and phone number(s).

I work in most weather. However, there are times when it is unsafe to do so, and not good for either plants or soil. Gardening in a light, passing shower, for instance, is absolutely fine. However, working in heavy or continuous rain damages lawns and soil structure; walkways become hazardous and equipment difficult or dangerous to handle. Equally, extremely hot 30°C+ weather means impenetrable ground, stressed plants and unpleasant working conditions. Snow, ice and temperatures below 5°C equate to frozen ground and frozen gardeners! Therefore, occasionally it may be necessary to cancel or postpone a gardening slot, sometimes on the day itself.

As with most standard gardeners, I am not licensed to dispose of green waste. If you don't have a green waste bin or compost heap, please consider either contacting a garden clearance firm or making arrangements to take away the waste yourself.

Equally, I am not licensed to use toxic chemicals and sprays. You will need a specialist contractor to carry out this type of work.

If you have pipes, cables, drainage etc buried under soil or flagstones, or hidden behind plants, it is your responsibility to let me know where they are. I am not responsible for damage caused to things I can't see and don't know are there.

Quite a bit of my job is carried out at my desk. For example, if you'd like me to come up with a comprehensive, written down list of plants for a new scheme, this will involve in-depth research into what will grow happily in your garden: soil type, drainage, aspect, light, dimensions, costings all come into it, in addition to your own tastes and preferences. This may involve several hours' worth of work and will be charged at my hourly rate.

I fall into the 'soft' landscaping category, which means I care for the perennials, shrubs, small trees in - and soil health of - your beds and borders. I also reshape and cut out new beds, tend to garden composting, source and buy plants, and design new garden schemes on an area by area basis. For lawn care, tall hedge and shrub pruning, above door-height climber care, and arborial work, please contact a lawn specialist, maintenance gardening firm, or arborist. These are people who have the heavy duty clothing, equipment, training and licenses to carry out this type of work.

As a soft landscaper, I do not carry out hardscaping: laying of paving, erecting of sheds, building of raised beds, digging of ponds, installation of drainage etc. Please contact a qualified hard landscaping expert for this type of work. If elements of hard landscaping are

included in any of my designs and agreed to by you, a landscaping firm appointed by you will need to implement these elements.

If I am tasked with designing a large area of your garden – or your garden is complex, has drainage issues, differing levels, many trees or fixed features, or is an unusual shape – I will ask you to arrange for a land surveyor to carry out a topographical survey before I begin the planning process. This would be an essential requirement and is something all garden designers would request.

Once plants are planted in your garden, you are responsible for their care. Plants, like humans, are living things and many factors contribute to their successful growth: watering and feeding regularly being two of the most important considerations. Additionally, sometimes things go awry which cannot be anticipated beforehand: pests or bacterial pathogens in the soil, air borne disease, fungal infection, freak weather conditions. All plants are bought in good faith and UK nurseries do not accept returns owing to strict phytosanitary regulations.

### *Payment*

If I work ad hoc hours in your garden – three or four times a year for seasonal pruning, for example – or am involved in a one-off project, I will invoice after each session I spend with you. Payment is to be made **within seven days of the invoice date**.

If I work in your garden on an ongoing, weekly basis, I will invoice once a month. Payment is to be made **within seven days of the invoice date**.

Payment for large quantities of plants or materials purchased on your behalf will need to be made by you on a 50% upfront basis.

Likewise, payment for a formal planting design (including consultations, measuring up, CAD plans, mood boards, price lists et al) is to be made on a 50% upfront basis per area.

If an agreement has been made for me to purchase plants or materials for you – whether verbally or in writing – the items do need to be paid for in full even if you change your mind. UK nurseries do not accept returns.

Do please note: I am a sole trader running a business. Late payment impacts cash flow and goes on to affect other clients who pay on time.

Name: \_\_\_\_\_

Date:

Address: \_\_\_\_\_

Signed:

\_\_\_\_\_

Email:

\_\_\_\_\_

Phone:

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