REDSTONE FENCING AND LANDSCAPING

TERMS & CONDITIONS OF BUSINESS

Business name: Redstone Fencing and Landscaping

Business address: 61 Ridgeway, Eynesbury, St Neots, PE19 2QY

VAT status: VAT registered

VAT registration number: 520224937

1. Quotations and Pricing

1.1. Quotations provided by Redstone Fencing and Landscaping ("we", "us" or "our") are based on the information available at the time of quotation, including any site assessment and information provided by the customer ("you").

1.2. Quotations are valid for 30 days from the date of issue unless otherwise stated. If a quotation is not accepted within this period, we reserve the right to revise it.

1.3. Once a quotation has been accepted, the agreed price will remain fixed unless changes to the scope of work, unforeseen site conditions or other agreed variations justify an adjustment. Any revised price must be agreed with you before additional chargeable work is undertaken.

1.4. All prices will clearly state whether VAT is included or excluded. VAT will be charged at the applicable statutory rate.

2. Contract Formation and Cancellation Rights

2.1. A contract is formed when you accept our quotation and we confirm acceptance, or when the contract is otherwise concluded through an agreed process. The accepted quotation, these Terms & Conditions and any agreed written variations will form the contract.

2.2. Consumer cancellation rights. Where a contract qualifies as a distance or off-premises consumer contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you may have a statutory right to cancel within 14 days without giving a reason. The cancellation period and any applicable exceptions will be explained in the information provided with your contract.

2.3. These cancellation rights do not automatically apply to every contract. The applicable rights depend on how and where the contract was concluded and the nature of the work.

2.4. Request to start work early. If you ask us to begin work during an applicable 14-day cancellation period, we will obtain your express request in the legally required form before starting. Where the law requires it, you will also acknowledge that your cancellation right will end once the service has been fully performed.

2.5. If you cancel during the applicable cancellation period after requesting an early start, you may be required to pay a proportionate amount for services supplied up to cancellation, where legally permitted and subject to the applicable statutory requirements. We will not automatically treat all deposits or materials ordered as non-refundable.

2.6. Where the law permits cancellation charges or recovery of costs, these will be calculated in accordance with the applicable legislation and the circumstances of the contract.

2.7. Nothing in these Terms & Conditions removes or restricts any statutory cancellation rights.

3. Site Variations and Unforeseen Conditions

3.1. Our quotation assumes reasonable site access and the ground conditions and scope of work reasonably identifiable when the quotation was prepared.

3.2. Unforeseen conditions may include hidden foundations, buried concrete, unsuitable ground, concealed structures, underground utilities, drainage complications, contaminated materials or hazardous waste.

3.3. If an unforeseen condition is discovered, we may suspend the affected work where necessary for safety or to prevent damage. We will explain the issue and, where reasonably practicable, provide details of any proposed additional work and costs.

3.4. No additional chargeable work will proceed without your approval of the variation, except where immediate action is reasonably necessary to address an emergency or prevent harm or damage.

3.5. If you do not approve a necessary variation, we will discuss reasonable alternatives with you. Where the affected work cannot safely or properly continue, either party may terminate the affected part of the contract where legally permitted. Payment will be limited to amounts properly due for work performed and costs recoverable under the contract and applicable law.

4. Deposits and Payment

4.1. Deposits. A deposit of up to 25% of the quoted price may be requested to secure the booking and contribute towards initial project costs. Where bespoke or specially ordered materials require a larger upfront payment, the quotation will explain the additional amount and its purpose.

4.2. Deposits will be applied towards the agreed contract price. Any refund or amount retained following cancellation will be determined by the applicable contract terms and statutory rights. A deposit will not automatically be treated as non-refundable.

4.3. Payment balance. Unless otherwise agreed in writing, the remaining balance is due upon completion of the agreed works and presentation of the invoice.

4.4. Payment disputes and snagging. If you identify a defect or incomplete item, please notify us promptly so that we can investigate and, where appropriate, arrange rectification within a reasonable timeframe. Minor snagging items do not automatically entitle either party to disregard the agreed payment terms. Nothing in this clause restricts any right to withhold payment or seek a remedy that you may have under applicable law.

4.5. Late payment by business customers. For qualifying business-to-business debts, we reserve the right to claim statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, where applicable. Statutory interest is generally 8% above the Bank of England base rate unless a different contractual rate applies.

4.6. Late payment by domestic customers. Any contractual interest on overdue consumer payments must be clearly agreed, fair and legally enforceable. We will not apply business-to-business statutory interest automatically to domestic customers.

5. Materials and Ownership

5.1. To the extent permitted by law, ownership of materials supplied by us will remain with Redstone Fencing and Landscaping until the relevant contract price has been paid in full.

5.2. Risk of loss or damage to materials will be determined by the contract and applicable law. Where materials are delivered before installation, we will explain any agreed responsibilities for their storage and protection.

5.3. Nothing in this section transfers responsibility to you for loss or damage for which we remain legally responsible.

6. Workmanship Guarantee and Consumer Rights

6.1. We provide a 12-month workmanship guarantee on completed installations. This covers defects arising directly from faulty workmanship or improper installation by our team.

6.2. If a potential workmanship defect arises during the guarantee period, please notify us as soon as reasonably practicable, providing a description and photographs where possible. We will assess the issue and, where covered, arrange appropriate rectification within a reasonable timeframe.

6.3. Statutory rights. Our workmanship guarantee is additional to your statutory rights. Where applicable, services will be carried out with reasonable care and skill, and goods will meet the standards required by the Consumer Rights Act 2015.

6.4. Guarantee exclusions. The workmanship guarantee does not cover damage or failure to the extent caused by:

- Accidental damage, misuse, neglect or unauthorised third-party interference.
- Extreme weather, storms, flooding or high winds.
- Ground movement, subsidence or changes in ground conditions.
- Natural characteristics of timber, including movement, splitting, cracking, warping, twisting, knots and gradual colour changes.
- Failure of plants, lawns or turf caused by inadequate watering, unsuitable aftercare, pests, disease or adverse conditions after handover.
- Normal wear and tear or deterioration caused by factors outside our control.

6.5. These exclusions do not remove our responsibility for defective workmanship or any liability that cannot legally be excluded. The cause of a particular failure will be considered when assessing a guarantee claim.

7. Natural Materials and Living Products

7.1. Timber is a natural material that responds to changes in temperature, moisture and weather. Variations in grain, knots, colour, minor surface cracking and some movement may occur naturally.

7.2. Such natural characteristics do not automatically constitute a defect, although they will not excuse workmanship that fails to meet the agreed specification or applicable legal standards.

7.3. Where landscaping includes plants, turf, trees, shrubs or other living materials, we will provide reasonable care instructions where appropriate. Unless otherwise agreed in writing, responsibility for ongoing watering, feeding and routine maintenance passes to you upon completion and handover.

7.4. The survival and growth of living materials depend on weather, soil conditions, watering, maintenance and other factors. We cannot guarantee continued growth or survival where these factors are outside our reasonable control.

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8. Weather, Delays and Site Access

8.1. Fencing and landscaping works depend on suitable weather and ground conditions. We may suspend or rearrange work where heavy rain, frost, snow, high winds, extreme temperatures or waterlogged ground would compromise safety or installation quality.

8.2. We will keep you informed of significant delays and make reasonable efforts to rearrange the work as soon as practicable.

8.3. We are not responsible for delays caused by circumstances genuinely beyond our reasonable control, including severe weather, supplier disruption or unforeseen site conditions. We will take reasonable steps to minimise their impact.

8.4. You agree to provide reasonable, safe and unobstructed access to the working area during agreed working hours.

8.5. Access to electricity and water will be required only where reasonably necessary for the agreed works and where this has been discussed in advance.

9. Underground Services and Existing Property

9.1. Before work commences, you must inform us of any known underground services, pipes, electrical cables, irrigation lines, drainage networks or other concealed installations within the work area.

9.2. You should provide available plans or other information showing the location of these services where possible.

9.3. We will take reasonable care when excavating, digging, drilling or installing posts and foundations. Where appropriate, we may request further information or checks before proceeding.

9.4. We cannot accept responsibility for damage to the extent that it results from undisclosed or unmarked services that could not reasonably have been identified despite appropriate precautions. This does not exclude liability for negligence or any other liability that cannot legally be excluded.

9.5. We will take reasonable care to minimise disturbance to existing paths, lawns, driveways, structures and other property. Any known limitations or risks will be discussed where reasonably practicable before work begins.

10. Waste Removal

10.1. Removal and disposal of existing fencing, old structures, green waste, concrete, soil or other materials are included only where specifically stated in the accepted quotation.

10.2. Where waste removal is excluded, the quotation will identify this so that you can make suitable arrangements.

10.3. Additional waste or concealed materials not reasonably foreseeable when the quotation was prepared may require an agreed variation.

10.4. Waste included in our scope will be handled and disposed of in accordance with applicable requirements.

11. Complaints and Dispute Resolution

11.1. If you are dissatisfied with any aspect of our work or service, please contact us as soon as reasonably practicable, preferably in writing, with details of the concern and supporting photographs where appropriate.

11.2. We will investigate legitimate concerns and, where appropriate, arrange an inspection, discuss the proposed remedy and seek to resolve the matter within a reasonable timeframe.

11.3. You should give us a reasonable opportunity to inspect and rectify a reported defect where appropriate. This does not prevent you from exercising any statutory rights or taking action where the law permits.

12. Governing Law and General Provisions

12.1. These Terms & Conditions, the accepted quotation and any agreed variations form the agreement between Redstone Fencing and Landscaping and the customer.

12.2. If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

12.3. These Terms & Conditions are governed by the laws of England and Wales, and disputes will be dealt with by the courts having appropriate jurisdiction.

12.4. Nothing in these Terms & Conditions excludes or restricts any statutory right or liability that cannot legally be excluded or restricted.