



The Association of
Professional Landscapers

Gardens of Reflection Ltd

Willow Bough Farm, Grafton Flyford, Worcester WR7 4PQ

Registered in England: 5499323

Tel: 01905 391 865

Email: enquiries@gardensofreflection.com

Garden Design Service Terms & Conditions

Client Name:

Client Address:

Contact Telephone Number(s):

Details (location for design work e.g. rear garden):

Administration fee for the Garden Design Service:

This covers office costs, paper and administration only and does not form part of the construction costs and is non-refundable.

Following the initial consultation meeting, The Designer will carry out the following:

- Site Survey, Assessment and Site Analysis
- Go through a Questionnaire for the Client to review and complete
- Draw two Concept design plans to scale for review with the Client.
- Up to two draft amendments of the Concept design (if required)
- Evolve agreed concept design onto Final Design stage
- Fundamental Planting Plan of Trees and specimen Shrubs ONLY
- Construction Notes of the landscape build (excluding Technical Drawings)
- 2D and 3D images of the Final design
- Terms and Conditions: see overleaf

CLIENT SIGNATURE:



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THIS CONTRACT dated this day of 2024

BETWEEN

Gardens of Reflection Ltd of

Willow Bough Farm, Grafton Flyford, Worcester WR7 4PQ
(the "Designer")

OF THE FIRST PART

AND

..... and of

.....
(the "Client")

OF THE SECOND PART

1. The 'Client' will be responsible for all payments to The 'Designer' unless otherwise notified in writing prior to commencement. Unless otherwise stated in writing, the Client shall be deemed to be the rightful owner of the property as per the address stated.
2. The 'Designer' will be responsible to the Client for the design work as described in the Garden Design Proposal.
3. Nothing in these Terms shall affect The Client's statutory rights as a Consumer.
4. The Client shall provide access to site for the purposes of carrying out surveying and site evaluation, and the Client shall make the Designer aware in writing of any pertinent matters relating to the property, including any problems or matters concerning the boundaries or neighbours, especially in regard of dispute issues or other site problems or other potential problems.
5. The Client shall instruct the Designer to carry out certain works, which will be identified and clearly stated in the Client Questionnaire. These works include Initial Survey, Concept Drawings, further drawings to progress to Final Draft stage, Fundamental Planting Plan and Construction Notes (or any combination as set out in Garden Design Proposal).

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6. Payment for the chosen design service will be split into two payments. 50% of the total Design Package prior to commencing the site survey, and the remaining 50% to be settled once the Final Design, has been presented and signed off by the Client.
7. The Designer cannot be held responsible for any damage to, or costs involved in, any underground hazards, obstructions or services not made known in writing or apparent on visual inspection prior to commencement of providing the Client with ideas or drawings.
8. Once the Client has chosen one Concept Drawing or elements of both concept drawings, this information will be progressed onto Concept Amendment v.1.

At Concept Amendment v.1., the Client may make further alterations which would then be progressed onto Concept Amendment v.2., for acceptance. Once Concept Amendment v.2., has been accepted by the Client, this will be progressed onto Final Design.

9. Once the Final Design has been presented to the Client, this will be signed off by The Client as being accepted. Any subsequent alterations, additions or reductions to the design, shall be properly treated as Additional Works or Variations and will be charged at £40.00 per hour.
10. If the Client or external Contractors require a Technical Drawing of elements within the Final Design to understand the Designer's intent, these are charged at £150 per drawing.
11. If a Comprehensive Planting Plan (full scaled detailed plan) is required, this will be treated as Additional Works and subject to a separate payment. The cost of a Comprehensive Planting Plan will be dependent on the size of planting space and other external factors.
12. All Specialist Experts that may be required to carry out the survey or technical or legal design elements of the plans e.g., Structural Engineer, Surveyor etc., shall be engaged directly by The Client, and settlement of their accounts made directly by The Client. This is an essential element of the Contract to avoid any future matters of responsibility between the Specialist and The Client.
13. Any additional works required beyond those on site e.g., research into materials, supply of product samples, sourcing or resourcing in respect of the project shall be properly treated as Additional Works and subject to separate payment as may be required, including travel costs or other disbursements.

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14. The Client remains responsible at all times for any matters regarding Licenses, Permits, Planning Permission or similar Legal requirements.
15. The Designer shall hold and maintain in force, all such Insurance cover as may be required for the project including Public Liability, Employers Liability and Indemnity cover.
16. Once the design element has been completed, the responsibilities cease to be those of Designer. Should the Client wish The Designer to attend to works other than design, e.g., Planting or Site Supervision, these works must be clearly stated in writing and become subject to separate suitable Contracts, either as a Supervisor or Contractor.
17. The value of any claim made against The Designer shall be limited to the value of monies paid to The Designer at the time of the claim.
18. This Contract and Terms and Conditions are governed by The Law of England.

I, the undersigned, have read and agree with the Terms and Conditions as stated above.

Client Signature:

Client Name:

Date:

CLIENT SIGNATURE: