

## Amelia Bouquet Garden Design :

### **Terms & Conditions:**

These Terms & Conditions apply to:

- All Garden Design Services.
- All Design Commissions Including Concept Design Work, Sketch Proposals, Colour work.
- Creative Consultancy.
- Garden Coaching.a
- All Quotations and Contract Agreements.

1. Definitions: The 'Company' means Amelia Bouquet Garden Design registered to Amelia Bouquet. 'The Client' means the person or persons that request, commission Amelia Bouquet Garden Design to carry out work.

2. Prior to any works commencing, the Contract Agreement must be signed and returned to Amelia Bouquet Garden Design.

3. Upon signature of the quotation by the Client, a binding agreement shall arise upon the terms and conditions set out hereinafter. Any stipulation or condition in any order or acceptance by the Client which conflicts with these conditions shall be of no force or effect. A contract will also be formed as a result of any verbal orders or alterations from the Client regarding previously agreed work. Both the Client and the Company will hold a signed copy of these terms and conditions, which will act as a binding contract between them.

4. Prior to any works preceding, the first payment must be made to Amelia Bouquet Garden Design. This can be paid by cheque or bank transfer to Amelia Bouquet.

5. The 'Design' includes the works stated in the Fee Structure only. All additional works will be charged at the stated hourly rate. This 'Fee Structure' will state the quantity of Client and Designer meetings prior to design, during the design process and following the design, which are included within this agreed fee. Depending upon the agreed contract this may be:

- Brief & Consultation Meeting.
- Concept Meeting (if needed and stated as included).
- Presentation Meeting.

7. It is at Amelia Bouquet's discretion to decide if she requires further site visits to re-evaluate the garden or check details before or during the design works. These visits would be officially arranged and are to allow Amelia Bouquet to spend more time in the garden during the design process.

8. All additional meetings and site visits beyond what is stated in the 'Fee Structure' are at Amelia Bouquet's discretion as above and will be chargeable at the stated hourly rate. This includes all additional meetings with the Client, Contractors of any kind presently working on the site or visiting the site, Architects and all other professionals.

9. All design revisions are chargeable at the stated hourly rate.

10. All concept designs included in the contract are concepts only. Any further requests to develop a concept design will be chargeable at the stated hourly rate.

11. Amelia Bouquet Garden Design does not give discounts on the quotation.

12. All design works commissioned is fully chargeable. If the Client decides not to install any design element this will be at the Client's discretion and the Client's responsibility. Should the Client choose not to have the project constructed for any reason, the agreed design fee remains payable. Payment will be due 7 days from the date of the invoice.

13. In cases where the Client opts to delay construction, the balance of the design fee will be due upon completion of the design and any design identified stage. Payment will be due 7 days from the date of the invoice.

14. Unless otherwise agreed and written in writing signed by both Amelia Bouquet and the Client, all payments are due 7 days from the date of the invoice.

15. All the fees are based on known conditions at the time of viewing.
16. Travel time is charged at the stated hourly rate. All over night expenses will be chargeable to the Client.
17. The obligations of Amelia Bouquet are limited to the design content of the plans provided. Amelia Bouquet cannot be held responsible for any faulty workmanship.
18. Where detailed structural work is involved (e.g. drainage, retaining walls over 1m, foundations, garden buildings and other structural elements), Amelia Bouquet recommends professional advice is sought from a structural engineer before any implementation of the design or design concept, the costs of which will be borne by the Client. Amelia Bouquet cannot be held responsible for failure to do so or be held liable for any of these costs or consequences for not consulting a structural engineer or other professional.
19. During the tendering process and the garden build, Amelia Bouquet can and may introduce the Client to potential contractors. However, any contract arranged will be between the Client and the Contractor. Amelia Bouquet cannot be held responsible for any faulty workmanship by the Contractor.
20. Amelia Bouquet shall not be liable for any indirect, incidental or consequential damage, including, but not limited to, lost profits of any kind.
21. All quotations are valid for 30 days and maybe subject to alterations after that date.
22. Hourly rates are calculated to the nearest quarter of an hour.
23. The hourly rate is stated on the 'Fee structure'. All fees, costs and prices stated above are exclusive of VAT at the standard rate.
24. Late payments: The Company reserves the right to charge interest on any late payments. Interest will be charged at 10%, compounded weekly.  
Creative Consultancy & Garden Coaching.
25. Creative Consultancy & Garden Coaching is subject to all the terms and conditions stated. In addition, all Creative Consultancy and Garden Coaching work is based upon time on site, all pre-meeting preparation and post-meeting design or documentation follow up, sundries such as printing, postage, and travel. Payment is due 7 days from the date of the invoice.

#### Project Management & Ongoing Design Consultation Post Any Or All Design Work.

26. All consultancy, ongoing design involvement post the design works or outside of the design agreement, will be charged at the stated hourly rate. Please see item no. 7. This may be required on current ongoing construction sites where exterior decisions, design issues and elements need to be addressed and where building works have proceeded before Amelia Bouquet has been commissioned. Maybe relevant concerning new builds, house renovation works, house refurbishments and sites where any construction work has begun.
27. Project management will be charged at the stated hourly rate, a percentage of the project, or an agreed sum. This will be individual to the project depending upon the scope of works, designer involvement and would be agreed upon.

#### Sundry Costs.

28. All printing, printing sundries and postage will be chargeable. The processing of reference photographs and the printing of plans and other documents are charged at cost plus profit & overhead.

Copyright & Intellectual Property Rights.

29. All sketches, designs, concept designs, plans of any description and documents prepared by Amelia Bouquet Garden Design are the intellectual property of the Company and are subject to the copyright laws of England. Amelia Bouquet Garden Design©.

All design works are copyrighted to Amelia Bouquet and Amelia Bouquet Garden Design©. All rights reserved. All design work remains the property of Amelia Bouquet Garden Design©.

Copying, lifting or sharing a design or design element is prohibited by the copyright. All photographs taken by Amelia Bouquet or of Amelia Bouquet Garden Design and shared with the Client by Amelia Bouquet are copyrighted to Amelia Bouquet Garden Design ©. All rights reserved©.

Unless otherwise agreed, plans and images of your garden can be used in subsequent promotion to illustrate work completed by Amelia Bouquet©. All rights reserved©.

Cancellation.

30. In the event of a cancellation a charge will be made for any works undertaken and will be charged at the stated hourly rate plus a £50.00 cancellation fee. Payment is due 7 days from the date of the invoice. This will include time at the stated hourly rate for all travelling, site visits, meetings off site, consultations, plant sourcing, material sourcing, nursery visits, and any concept design or design work which has proceeded. This includes anything connected to the design commission, ongoing design involvement, post the design being completed and all project management to date of cancellation.

31. Law: These terms and conditions shall be subject to the Laws of England & Wales, and the Client agrees to be bound by the exclusive jurisdiction of these courts.

Professional Indemnity & Public Liability.

Amelia Bouquet holds Professional Indemnity and Public Liability Insurance.

Please Print And Retain For Your Records.