



## Under the Ivy Garden Design

### Terms and Conditions

My business is founded on 3 core principles: treating clients fairly and with respect; working sensitively with nature and the environment; and designing and creating gardens that my clients will be able to enjoy, maintain and develop over many years to come.

My designs are all unique in the sense that they draw inspiration from the client's purpose and the space in which they sit. This includes: the surroundings; the boundaries; the architecture of the home; the aspect of the garden; the light; exposure to wind; existing key features and plants; the soil; the client's tastes; the connection between building and garden that works for my client; children and pets; the time that my clients can spend on gardening; other garden maintenance concerns; and finally the budget.

I have never known any garden where all of these circumstances are the same, so every design starts with a blank page.

The services I provide are as follows:

### Design Phase

#### Initial Consultation

I will visit you in your garden to in order to understand your needs, ideas, tastes, budget and timescales. We will also discuss the nature of your garden to highlight any special factors that need to be taken into consideration, for example access or drainage issues. The price for this is £100 however the cost is redeemable from my design fee should you decide to go ahead with a garden design. I will leave you with a 'discovery fact-find' to complete which will help us explore further detail. I may also need to visit your garden again in order to take photos and get expert opinion from contractors about feasibility of work and budget requirements.

#### Design Preparation

I will provide you a hand drawn garden design that includes 'hard' and well as 'soft' landscaping features. Accompanying these will be an 'artistic impression' sketch or 'mood board' showing completed features of the garden. A full planting scheme list including photographs of the plants will help you to have a clear idea of the finished look of your garden.

#### Technical Preparation

If you decide to progress further through the design phase I may need to organise a topographical survey and soil analysis to be completed. This depends on the site and the requirements of the design. Once these reports have been completed the design may need to be amended to take results into account.

#### Assembling a Team and Organising Estimates

Once we are happy that there are no factors that require a change in the design, I will organise for the right professionals to visit your garden and submit their estimates. I work with Surveyors, Ground-workers, Landscapers, Electricians, Tree Surgeons and other specialists who's work I know and who's standards I trust. Wherever possible I will organise for two estimates for each element of the landscaping in order to give you choice and demonstrate value for money. I will also collaborate with these businesses to source and check materials for quality, durability, sustainability and price. If you have existing relationships with contractors that you would like to involve I am happy to accommodate this, subject to agreed terms up front. Once I have received all estimates I will organise a meeting with you to present the prices for materials, labour, plants and project management. At this point we can also firm up timescales for start and completion dates and stage payments - once key milestones have been reached. As I have previously stated, the nature of this kind of project includes some variables that are outside my control, like the weather for example. For this reason, I work within agreed and sensible timeframes, not to deadlines. I will always work to deliver projects within budget and on time, however I can't guarantee this.

## Creation Phase

Once work has started I will take responsibility for project management, conducting regular site visits to monitor progress and appropriate meetings with contractors to ensure timely progress is maintained. I take the lead role in facilitating problem solving, should the need arise.

### Weekly Progress Report

I will set up a WhatsApp group to aid communication through the project and on a minimum of a weekly basis, I will deliver a progress report either in person or on Zoom - whichever is appropriate.

### Key Milestones Meetings

At the start of the project we will agree a set of specific key milestones. These are tailored to the specific project but could include: the completion of preparatory ground works; completion of structural hard landscaping etc. Once these milestones are achieved I will meet with clients and contractors on site to inspect the work, making sure this has been completed to the agreed standard. A key point on the agenda for this meeting is a financial check to review spending to date. Finally, next steps are outlined for the following phase of the project. This purpose of this meeting is to make sure everyone is kept fully informed, any issues are addressed in a timely way, and to instil a sense of confidence with the client that the project is progressing as it should.

### Soft Landscaping

I source the planting material from a number of different and trusted specialist growers and suppliers with whom I have developed a strong relationship. I hand select all trees, larger shrubs and feature specimens, visiting each nursery myself in order to check on the quality and health of the plants. I will arrange for plants to be delivered to site at a timely point of the project and aim to get plants into the ground safely as quickly as possible. Once plants are delivered to the garden, it is the client's responsibility to keep them watered and secure until they are planted. For this reason I am careful with the delivery timing to be as close to the planting date as possible. This is subject to delivery slot availability and can be affected by adverse weather conditions. Invoices for plants and planting materials will be raised once the plants are delivered to site.

## Financial Terms

### Estimates

When putting prices together for garden designs and their creation, I am careful to be as accurate and all-encompassing as possible. It is important to recognise that unknown complications can lie hidden beneath the earth, the cost and availability of materials can fluctuate and other factors, like the weather for example, can have an impact on the delivery of a project. For this reason I provide estimates for the completion of work, not quotes.

### Contingency Fund

It is always wise to include a contingency fund within the budget to deal with these unexpected factors. The aim is to stick to the budget and your garden design will reflect this. Having access to a contingency fund can help to prevent a project from stalling if unforeseeable adverse circumstances occur. A typical contingency would be 5% -10% of the overall budget.

### Professional Fees

Design fees are payable upon delivery of the initial design and planting scheme list. Project management fees are payable in stages which will be agreed with you at the outset, reflecting the size and characteristics of the project. Other contractor stage payments which cover the costs of materials and labour will also be agreed up front.

A review of expenditure forms part of the regular client update meeting. This is to protect the client and make sure costs are controlled.

#### Inclusions and Exclusions

Clients receive a written estimate detailing the included costs for design, surveys, groundworks, landscaping, materials, plants and project management. There may be other inclusions like ornamental pots and the price of these will be agreed up front and included in the budgeted price. As the project progresses unanticipated costs may arise that are excluded from the estimate, for example hidden issues with drainage that might need addressing. These are classed as 'exclusions' and are not included in the budgeted price. Any costs like this will be discussed with clients as they arise, and their impact on the budget will be reviewed in the milestones meetings.

#### VAT

I am not currently VAT registered, however some of the businesses that I work together with are. For this reason, all collaborators will invoice you directly. This doesn't include the plant supplies, the costs of which will form part of my invoicing (see Plant Sourcing for more details).

#### Payment of Invoices

Once Invoices have been raised they are payable within 5 working days.

## Other Considerations

#### Environmental Impact Statement

I am committed to minimising any negative impact of my activities on the environment by: minimising waste; actively promoting recycling; sourcing plants and materials with a view to reducing the environmental impact of both production and distribution. I am committed to following the RHS principles of 'Planet Friendly Gardening' and sharing these principles with design and 'guided gardening' clients.

#### Health and Safety

A garden under construction can be a dangerous place, particularly where certain tools and machines are being used. Each project can present its own hazards and challenges. I am not a health and safety expert however should a full site H&S assessment be agreed to be necessary, I will instruct an externally appointed qualified professional to conduct an appropriate report. The cost of the report is separate to my costs and will be invoiced directly to the client. If we agree that this process is not necessary - being inappropriate to the level of risk that the project presents- then all responsibility for the client's health and safety rests with the client. Similarly, the responsibility for the health and safety of the contractors on site rests with them individually and collectively.

Some building and contents insurance policies include Accidental Damage, Property Owners Liability, Legal Liability and Liability to Domestic Staff clauses. I recommend to all clients that they check what they are covered for in the event of accidents.

I will make available on request all Public Liability Insurance and Professional Indemnity Insurance documents held by myself plus any contractors working in the garden. If these are not held then this will be disclosed.

#### Plant Toxicity

Some plants are poisonous and can act as irritants if you are exposed to sap, leaves, flowers or roots by touch or ingestion. I do not take any responsibility for adverse reactions that the client may experience from plant material, furthermore it is the client's responsibility to disclose to me any known allergies to plant material up front. Once the planting scheme list I create as part of the design process is accepted by the client, all risks created by plant toxicity are assumed by the client.

## Voluntary Modern Anti Slavery Statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms such as; slavery; servitude; forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

I have a zero-tolerance approach to modern slavery and am committed to acting ethically and with integrity in all of my business relationships. If an existing or potential supplier or client were to be suspected of having links to involvement in modern slavery, my arrangements with them will immediately cease.

I am committed to valuing human rights, championing equality and challenging discrimination. I take my role seriously by taking a robust approach to the global problem of slavery and human trafficking and ensuring that there is no slavery or human trafficking in my own business – and that in so far as it is possible, my suppliers and clients hold the same ethos.

## Privacy Policy

Your privacy is important to me. It is my policy to respect your privacy regarding any information that I may collect from you. I only ask for personal information when I truly need it to provide a service to you. I collect it by fair and lawful means, with your knowledge and consent. I also let you know why I'm collecting it and how it will be used. I only retain collected information for as long as necessary to provide you with your requested service. I don't share any personally identifying information publicly or with third parties, except with your permission or when required to do so by law.

My website may link to external sites that are not operated by me. Please be aware that I have no control over the content and practices of these sites and therefore cannot accept responsibility or liability for their respective privacy policies.

You are free to refuse my request for your personal information, with the understanding that I may be unable to provide you with some of your desired services.

These terms have been discussed, understood and agreed to by:

Kate Bush

Under the Ivy

Date

Client

Date

Contractor

Company Name

Date

Contractor

Company Name

Date

Contractor

Company Name

Date